



**LOUISIANA STATE UNIVERSITY**


**HEALTH SCIENCES CENTER**

**Landscape Care & Maintenance**

**ITB# 002684**

**Thursday, June 29<sup>th</sup>, 2023 @ 2:00PM (central)**

# Invitation to Bid

<b>LSUHSC New Orleans</b>				BIDS WILL BE PUBLICLY OPENED:  <b>June 29, 2023      02:00 PM</b>	
VENDOR NO. : SOLICITATION : <b>002684</b> OPENING DATE : <b>06/29/2023</b>		Return Sealed Bid to: Purchasing Department 433 Bolivar St New Orleans LA 70112		BUYER : Defourneaux, Patrick M BUYER PHONE : 504/568-2947 DATE ISSUED : 06/07/2023 REQ. NO : FISCAL YEAR : 0	
<b>Landscape Care &amp; Maintenance</b>					
To be Completed by Vendor:					
BUSINESS NAME _____ ADDRESS _____ TAX ID NUMBER _____					
<p>_____ &amp; CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY 30 DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.</p>					
INSTRUCTION TO BIDDERS					
1. READ THE ENTIRE BID (INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS). DIVERSE SUPPLIER (A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS. (B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT. (C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY: (1) THE NAME OF THE BUSINESS; (2) ITS PRINCIPAL OFFICE OR ADDRESS; (3) THE OWNER(S); AND (4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST. (D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.					
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.					
3. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (See No.9).					
VENDOR PHONE NUMBER:		TITLE		DATE	
FAX NUMBER:					
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)		

# Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 2 of 10
NUMBER : 002684 OPEN DATE : 06/29/2023 TIME: 02:00 PM	BIDDER:
<p>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF A PROPERLY EXECUTED INVOICE THAT IS APPROVED BY LSUHSC OR DELIVERY, WHICHEVER IS LATER.</p> <p>5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, UNLESS SPECIFIED ELSEWHERE.</p> <p>6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID OPENING DATE, BID OPENING TIME, BID NUMBER, AND BID TITLE. ALL REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.</p> <p>7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:</p> <p>IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR \$100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.</p> <p>8. IMPORTANT:</p> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.</p> <p>9. SIGNATURE AUTHORITY:</p> <p>SUBMIT EVIDENCE WITH THE BID OR UPON REQUEST</p> <p>R.S. 39:1594 (C) (4) EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID TO PURCHASING AGENCIES OF THE STATE OF LOUISIANA.</p> <p>THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE BID SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF ANY OF THE FOLLOWING CONDITIONS ARE MET:</p> <p>(A) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR THE SIGNATURE ON THE BID IS THAT OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM LISTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE.</p> <p>(B) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AND THE BIDDER SUBMITS OR PROVIDES UPON REQUEST A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, INCLUDING REGISTRATION ON AN ELECTRONIC INTERNET DATABASE MAINTAINED BY THE PUBLIC ENTITY.</p> <p>(C) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR</p>	

# Invitation to Bid

## STANDARD TERMS & CONDITIONS

Page 3 of 10

NUMBER : 002684  
OPEN DATE : 06/29/2023

TIME: 02:00 PM

BIDDER:

AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. SUCH DOCUMENT ON FILE WITH THE SECRETARY OF STATE SHALL REMAIN IN EFFECT AND SHALL BE BINDING UPON THE PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE RESPECTIVE OFFICES.

IT IS ACCEPTABLE FOR THE SIGNATURE ON THE BID TO BE LISTED AS A VENDOR CONTACT ON LAPAC (LOUISIANA PROCUREMENT AND CONTRACT NETWORK)

### 10. INQUIRIES:

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.

### 11. BID FORMS:

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED PER THE SOLICITATION DOCUMENT.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

### 12. STANDARDS OR QUALITY:

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. LSUHSC RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED ITEMS FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF THE ITEM FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE ITEM IS IN COMPLIANCE, COST OF ALL TESTS WILL BE PAID BY LSUHSC.

### 13. DESCRIPTIVE INFORMATION:

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

### 14. BID OPENING:

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL

# Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 4 of 10
NUMBER : 002684 OPEN DATE : 06/29/2023      TIME: 02:00 PM	BIDDER:
<p>WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS: AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED, OR ON AN ALL OR NONE BASIS , AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES: UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17. TAXES: VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>18. NEW PRODUCTS: UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>19. CONTRACT RENEWALS: UPON AGREEMENT OF LSUHSC AND THE CONTRACTOR , A TERM CONTRACT MAY BE EXTENDED FOR 4 (FOUR) ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615</p> <p>20. CONTRACT CANCELLATION: TERMINATION FOR NONCOMPLIANCE: LSUHSC HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION , CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT. FURTHER, LSUHSC MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT; PROVIDED THAT LSUHSC SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN LSUHSC MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE CONTRACT SHALL TERMINATE ON THE DATE</p>	

# Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 5 of 10
NUMBER : 002684 OPEN DATE : 06/29/2023 TIME: 02:00 PM	BIDDER:
<p>SPECIFIED IN SUCH NOTICE. THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF LSUHSC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDED THAT THE CONTRACTOR SHALL GIVE LSUHSC WRITTEN NOTICE SPECIFYING LSUHSC'S FAILURE AND A REASONABLE OPPORTUNITY FOR LSUHSC TO CURE THE DEFECT</p> <p>TERMINATION FOR CONVENIENCE:</p> <p>LSUHSC MAY, AT ANY TIME, TERMINATE THE CONTRACT FOR THEIR CONVENIENCE AND WITHOUT CAUSE. UPON RECEIPT OF WRITTEN NOTICE FROM LSUHSC OF SUCH TERMINATION FOR THEIR CONVENIENCE, THE CONTRACTOR SHALL: CEASE OPERATIONS AS DIRECTED BY LSUHSC IN THE NOTICE; TAKE ACTIONS NECESSARY, OR THAT LSUHSC MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE WORK; AND EXCEPT FOR WORK DIRECTED TO BE PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION STATED IN THE NOTICE, TERMINATE ALL EXISTING SUBCONTRACTS AND PURCHASE ORDERS AND ENTER INTO NO FURTHER SUBCONTRACTS AND PURCHASE ORDERS. IN CASE OF SUCH TERMINATION FOR LSUHSC'S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED. LSUHSC SHALL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DEMOBILIZATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH TERMINATION.</p> <p>TERMINATION FOR NON-APPROPRIATION OF FUNDS:</p> <p>THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT.</p> <p>21. DEFAULT OF CONTRACT:</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22. ORDER OF PRIORITY:</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23. APPLICABLE LAW:</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24. COMPLIANCE WITH CIVIL RIGHTS LAWS:</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p>	

# Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 6 of 10
NUMBER : 002684 OPEN DATE : 06/29/2023 TIME: 02:00 PM	BIDDER:
<p>25. SPECIAL ACCOMMODATIONS:</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26. INDEMNITY:</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27. IN ACCORDANCE WITH THE PROVISIONS OF (RS 39:2192):</p> <p>IN AWARDING CONTRACTS, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT THE LOWEST BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY CRIME OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.</p> <p>28. CERTIFICATION OF NO SUSPENSION OR DEBARMENT:</p> <p>BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR BUSINESS ENTITY , ANY SUBCONTRACTORS OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."</p> <p>A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT <a href="https://SAM.GOV">HTTPS://SAM.GOV</a></p> <p>IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, THIS ENTITY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</p> <p>29. FEDERAL CLAUSES (IF APPLICABLE):</p> <p>ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.</p>	

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 7 of 10
<b>NUMBER</b> : 002684 <b>OPEN DATE</b> : 06/29/2023 <b>TIME:</b> 02:00 PM	<b>BIDDER:</b>
<p><b>CLEAN AIR ACT:</b> THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.</p> <p><b>ENERGY POLICY AND CONSERVATION ACT:</b> THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)</p> <p><b>CLEAN WATER ACT:</b> THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.</p> <p><b>ANTI-LOBBYING AND DEBARMENT ACT:</b> THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.</p> <p>30. <b>ADHERENCE TO JCAHO STANDARDS:</b> WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION</p> <p>31. <b>IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (RS 12:163) AND LIMITED LIABILITY COMPANIES (RS 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.</b></p> <p>32. <b>INTERPRETATION OF DOCUMENT:</b> ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>33. <b>THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE PURCHASE OF THE GOODS AND OR SERVICES SPECIFIED HEREIN. SUBMITTAL OF ANY CONTRARY TERMS AND CONDITIONS MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING AND SUBMITTING A BID, VENDOR AGREES THAT CONTRARY TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN ITS BID ARE NULLIFIED AND AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THIS SOLICITATION.</b></p> <p>34. <b>VENDORS FORMS:</b> THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ALLOWED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.</p>	



# Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 8 of 10
NUMBER : 002684 OPEN DATE : 06/29/2023 TIME: 02:00 PM	BIDDER:

35. PUBLICIZING AWARDS:  
IN ACCORDANCE WITH L.A.C 34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

36. PREFERENCE:  
IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?

YES \_\_\_\_\_

SPECIFY THE LINE NUMBER (S) \_\_\_\_\_

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED \_\_\_\_\_

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES \_\_\_\_\_ NO \_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES \_\_\_\_\_ NO \_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

37. AUDIT OF RECORDS: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIMEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY TO SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFTER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. THE CONTRACTING ENTITY AND ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL TIMEKEEPING AND EXPENSE RECORDS RELATED TO THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.

38. CONFIDENTIALITY: CONTRACTOR SHALL PROTECT FROM UNAUTHORIZED USE AND DISCLOSURE ALL INFORMATION RELATING TO THE STATE'S OPERATIONS AND DATA (E.G. FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL, ETC.) THAT BECOMES AVAILABLE TO THE CONTRACTOR IN CARRYING OUT THIS CONTRACT. CONTRACTOR SHALL USE PROTECTING MEASURES THAT ARE THE SAME OR MORE EFFECTIVE THAN THOSE USED BY THE STATE. CONTRACTOR IS NOT REQUIRED TO PROTECT INFORMATION OR DATA THAT IS PUBLICLY AVAILABLE OUTSIDE THE SCOPE OF THIS CONTRACT; ALREADY RIGHTFULLY IN THE CONTRACTOR'S POSSESSION; INDEPENDENTLY DEVELOPED BY THE CONTRACTOR OUTSIDE THE SCOPE OF THIS CONTRACT; OR RIGHTFULLY OBTAINED FROM THIRD PARTIES.

39. CYBERSECURITY TRAINING: IN ACCORDANCE WITH LA. R.S. 42:1267(B) (3) AND THE STATE OF LOUISIANA'S INFORMATION SECURITY POLICY, IF THE CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL HAVE ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS, THE CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS WITH SUCH ACCESS MUST COMPLETE CYBERSECURITY TRAINING ANNUALLY, AND THE CONTRACTOR MUST PRESENT EVIDENCE OF SUCH COMPLIANCE ANNUALLY AND UPON REQUEST. THE CONTRACTOR MAY USE THE CYBERSECURITY TRAINING COURSE OFFERED BY THE LOUISIANA DEPARTMENT OF STATE CIVIL SERVICE WITHOUT ADDITIONAL COST OR MAY USE ANY ALTERNATE COURSE APPROVED IN WRITING BY THE OFFICE OF TECHNOLOGY SERVICES.

# Invitation to Bid

<b>STANDARD TERMS &amp; CONDITIONS</b>	Page 9 of 10
<b>NUMBER : 002684</b> <b>OPEN DATE : 06/29/2023      TIME: 02:00 PM</b>	<b>BIDDER:</b>
<p>FOR PURPOSES OF THIS SECTION, "ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS" MEANS THE POSSESSION OF CREDENTIALS, EQUIPMENT, OR AUTHORIZATION TO ACCESS THE INTERNAL WORKINGS OF STATE INFORMATION TECHNOLOGY SYSTEMS OR NETWORKS. EXAMPLES WOULD INCLUDE BUT NOT BE LIMITED TO STATE-ISSUED LAPTOPS, VPN CREDENTIALS TO ACCESS THE STATE NETWORK, BADGING TO ACCESS THE STATE'S TELECOMMUNICATIONS CLOSETS OR SYSTEMS, OR PERMISSIONS TO MAINTAIN OR MODIFY IT SYSTEMS USED BY THE STATE. FINAL DETERMINATION OF SCOPE INCLUSIONS OR EXCLUSIONS RELATIVE TO ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS WILL BE MADE BY THE OFFICE OF TECHNOLOGY SERVICES.</p>	

**LSU Health Sciences Center – New Orleans**  
**Landscape Care & Maintenance**  
Invitation to Bid # 002684  
Mandatory Pre-Bid Meeting Tuesday, June 20<sup>th</sup>, 2023 @ 10:00AM  
**Deadline for bid submission will be, Thursday, June 29<sup>th</sup>, 2023 @ 2:00PM (central)**

## **SECTION 1 – BIDDING AND CONTRACT DOCUMENTS**

### **1.1 Definitions:**

**Bidder** – a legal entity that submits an offer to sell to the Owner on a specified body of work. Generally where the term “Bidder” is used in the specifications, the indication is that the requirement or responsibility is associated with the bid submittal or other pre-award activities.

**Service provider** – vendor that performs the services as specified herein. The term “Service provider” can also be used in the specification as an inclusive term that references the Service provider and all persons, Subservice providers, or other parties of interest acting on behalf of the Service provider in the performance of the contract as described in the specifications.

### **1.2 Interpretation of Documents and Prior Approvals:**

If there is any doubt of the meaning of any part of the specifications they must submit to Patrick Defourneaux via e-mail at [pdefou@lsuhsc.edu](mailto:pdefou@lsuhsc.edu) a written request for an interpretation or prior approval not later than 12pm (central) on June 22, 2023. A response will be made by addendum issued to each bidder receiving a set of the specifications. LSUHSC will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

### **1.3 Pre-Bid Conference:**

A **mandatory Pre-Bid Conference** will be held on **Tuesday, June 20, 2023, beginning at 10:00 AM at at Allied Health/School of Nursing Building, 1st floor, room 147 (Seminar Room 2), 1900 Gravier Street, New Orleans, LA 70112.** The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements and intent of the contract and to receive comments and information from interested Bidders. No questions will be accepted at the pre-bid meeting. All questions must be submitted in writing and will be answered via addendum.

**Attendance at the Pre-Bid Conference is required in order to submit a bid** and failure to attend will be grounds for rejection of the bid. Anyone arriving 15 minutes after the start of the meeting will be disqualified from the bid. A representative of LSUHSC will have a sign-in sheet to verify the site visit. All bidders must visit the site to determine the scope of the job.

No allowances for previously existing site conditions will be made after the bid. It is the responsibility of the bidder to thoroughly inspect the site to determine any and all factors, which will affect the bid.

Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

#### **1.4 Bidder's Representation:**

Each Bidder by his bid represents the following:

- Bidder has read and understands the Bidding Documents and his or her bid is made in accordance therewith.
- Bidder's bid is based solely upon the materials, systems and services described in the Bidding Documents as advertised and as modified by addenda.
- Bid is not based on any verbal instructions contrary to the Contract Documents and addenda

#### **1.5 Bidding Procedure & Bid Submission:**

Bidders must properly complete and sign Bid, including all required attestations and addenda. Any exceptions to the attached terms and conditions or the indemnification agreement shall be presented at the time of the bid submission. Note that any exceptions may result in a disqualified bid if the aforementioned exceptions are in conflict with state guidelines governing LSUHSC. Bids must be signed by a representative of your company authorized to enter into contracts on behalf of your organization in accordance with Louisiana R.S. 39:1594.

#### **These documents must be included with the bid:**

1. Signed Invitation to Bid Document
2. Completed Bidders Price Sheet
3. Certificate of Liability Insurance
4. Signed Attachment A: CERTIFICATION STATEMENT
5. Signed Attachment B: INDEMNIFICATION AGREEMENT
6. Signed Attachment C: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
7. Signed Attachment D: AFFIRMATIVE ACTION COMPLIANCE
8. Addenda requiring a signature (if any are issued)

#### **All bids are due by 2:00 PM central, Thursday, June 29, 2023**

at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112.

#### **Late bids will not be accepted and will be returned unopened.**

It is the bidder's responsibility to make sure bids are delivered before the bid opening.

Fax or e-mail bids will not be accepted.

Delays by mail, traffic, or any other reason will be at the bidders own risk.

Submitted sealed bids must be time stamped in our office before 2:00pm on the day listed above.

The bid package must be delivered at the Bidder's expense to:

Patrick Defourneaux  
Procurement Analyst, LSU Health Sciences Center  
433 Bolivar St.  
6th Floor, Purchasing Dept - Room 623  
New Orleans, LA 70112  
Office phone: 504-568-2947  
Email: [pdefou@lsuhsc.edu](mailto:pdefou@lsuhsc.edu)

**BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.**

In accordance with R.S. 39:1581, Chapter 5, Section 521C of the Louisiana State Purchasing Rules and Regulations, when an error is made in extending total prices, the unit bid price will govern.

Award: LSUHSC-NO will award to the lowest responsive and responsible bidder based on the unit pricing of any and all items.

**1.6 Calendar of Events:**

<b><u>Event</u></b>	<b><u>Date</u></b>
ITB Announcement	June 7, 2023
Mandatory Pre-Bid Meeting (10:00 AM)	June 20, 2023
Written Inquiry Deadline (12:00 Noon)	June 22, 2023
Bid Submission Deadline (2:00 PM)	June 29, 2023

NOTE: LSUHSC reserves the right to amend and/or change this schedule of ITB activities, as it deems necessary.

**1.7 Minimum Insurance Requirements:**

Selected bidder(s) shall maintain the following minimum insurance coverage throughout the duration of the contract:

- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

A Certificate of Liability Insurance must be provided with bid. For further insurance requirements and provisions, see Attachment E – Insurance Requirements.

**1.8 Compliance with Applicable Laws and Regulations:**

Service provider shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Service provider warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) to include as it may be amended throughout the term of this contract. Service provider shall take precautions to insure work is performed in compliance with occupational safety standards. Service provider shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.

**1.9 Resolving Contract Disputes:**

State statute requires that disputes arising under this contract not be resolved in a forum outside of Louisiana. Requiring contract disputes to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction, are inequitable and against the public policy of this state.

**1.10 Late Payment Policy:** State statute RS 39:1695 requires that if a state agency fails to make any payment within 90 days of the due date, that agency shall pay, in addition to the payment, interest on the amount due at the rate established pursuant to Civil Code Article 2824 (B) (3) per year, from the 91<sup>st</sup> day after the due date.

## **SECTION 2 – GENERAL INFORMATION**

### **2.1 SERVICE PROVIDER EQUIPMENT, TOOLS & SUPPLIES**

- A. The total bid price for the services specified herein shall include all costs to the Service Provider for furnishing all equipment (Service Provider–owned and/or rental), tools and supplies necessary to perform landscape maintenance services to provide both scheduled and as-needed maintenance of landscape ornamental, turf and impervious-surface areas as described in these specifications.
- B. All equipment, tools and supplies used must be capable of performing all operations in accordance with specifications.
  - 1. All tools and equipment belonging to the Service Provider will not be left unattended in a public area for any time for any reason.
    - a. All tools and equipment will be removed from the work area when not occupied.
    - b. The tools and equipment may be neatly stored in a secure location only if such a location is identified by the designated LSUHSC-NO representative.
- C. All tools, equipment and vehicles used on and around LSUHSC-NO property shall be of a suitable type and construction, safe in use, properly maintained and shall conform to all applicable federal, state and local regulations governing the operation of such tools, equipment and vehicles.
  - 1. The Service Provider shall ensure all manufacturer-equipped guards, shields, deflectors, safety switches, seat belts, harnesses and other safety features are in place and functional at all times equipment is in use.
  - 2. The Service Provider will further ensure that all landscape maintenance equipment replacement parts and all landscape irrigation related replacement parts meet all original manufacturer's specifications.
  - 3. LSUHSC-NO reserves the right to inspect any and all tools, equipment and vehicles to verify compliance with regulations and the specifications defined within this document.
  - 4. The Service Provider will be instructed to remove from LSUHSC-NO property any tools, equipment or vehicles found to be insufficient to safely perform this work.

### **2.2 MATERIAL SAFETY DATA SHEETS**

- A. Prior to starting work under this contract, the Service Provider must provide Safety Data Sheets (SDS) to the designated LSUHSC-NO representative for all potentially hazardous products to be supplied by the Service Provider and used on site.

## 2.3 SAFETY

- A. All work will be conducted in accordance with all current OSHA and other applicable federal, state and local regulations.
- B. The Service Provider will also comply with the LSUHSC-NO Service Provider Safety Guidebook and the policies it references.
  - 1. The guidebook can be found at <http://www.is.lsuhs.edu/safety/pdf/csg.pdf>.
  - 2. The Service Provider will be required to sign a form acknowledging receipt of, and compliance with, the guidebook.
- C. No part of this work shall be performed at any location in any manner which may endanger the health, safety or welfare of the public, faculty, staff, students or Service Provider employees now or in the future.
  - 1. Work shall be done in such a manner so as to create a safe working and walking environment for occupants in or adjacent to the work area.
  - 2. Work shall be done in a manner as to be of little disruption to campus occupants.
  - 3. Work shall be done in a manner that does not compromise the security of the work area or the occupants.
  - 4. Means, methods, techniques, sequencing, etc. are the sole responsibility of the Service Provider.
- D. When performing trimming work above any area where people might cross below workers:
  - 1. Service Provider must neatly and professionally cordon off area(s) using commercially produced barricade equipment (e.g., no buckets, wood sawhorses, wood stakes) and post professionally fabricated signs (e.g. no handwritten/stenciled or spray painted signs) for indicating the area(s) is/are closed to pedestrian traffic.
  - 2. Signs must be of sufficient size with specific wording to clearly indicate that work is occurring above.
  - 3. Should barricading alone prove ineffectual in keeping pedestrians from entering these closed areas, the Service Provider must post an employee to direct pedestrians around the work area.
- E. Service Provider personnel will possess and use all relevant personal protective equipment (PPE) while engaging in work on the LSUHSC-NO property.
  - 1. Such equipment may include eye and hearing protection and may include specialized clothing and footwear if conditions warrant.



2. Should the Service Provider furnish reflective safety vests, all vests worn by Service Provider personnel will be uniform in appearance.
  3. When work is performed above ground level, such as trimming work, appropriate fall protection equipment may also be required.
- F. Failure to adhere to any or all safety requirements could result in the assessment of monetary penalties (see Section 2.15) or possibly the cancellation of the entire service contract.

## **2.4 LAWS, CODES, ORDINANCES, LICENSES AND CERTIFICATIONS**

- A. Any requirement of this specification which conflicts with or is in violation of any government rule, ordinance, regulation, etc. shall be void.
1. The Service Provider shall notify the designated LSUHSC-NO representative immediately of any such requirement found in this specification.
- B. Service Provider personnel shall, throughout the course of all work, comply with all rules, ordinances, regulations, etc. set forth by agencies having jurisdiction, which apply to the work site, the Service Provider and/or the Service Provider's employees.
- C. All Service Provider employees requiring a license or certification by the State of Louisiana, Orleans Parish and/or the City of New Orleans to perform any duties specified herein must provide documented proof to show such license or certification is current at the outset of this service contract and each year thereafter at the annual renewal of the service contract.

## **2.5 DAMAGE**

- A. The Service Provider will be responsible for all repair/replacement costs associated with any damage to LSUHSC-NO buildings, building contents, exterior infrastructure, equipment, vehicles or landscaping incurred due to negligent actions by Service Provider personnel.
- B. The Service Provider will immediately notify the designated LSUHSC-NO representative when damage of any kind occurs.
- C. Claims of damage to private property or vehicles adjoining LSUHSC-NO property or private vehicles located on LSUHSC-NO property will be resolved directly by the Service Provider and the owner of the private property or vehicle.
1. LSUHSC-NO will not act in any way as an intermediary between the two parties.

## **2.6 PERSONNEL**

- A. The bid prices submitted for the services specified herein shall include all costs to the Service Provider for furnishing personnel to perform landscape

maintenance services to landscape ornamental, turf and impervious-surface areas on the LSUHSC-NO campuses.

- B. The Service Provider shall have in their employ, or under their control, sufficient qualified and competent personnel to perform all tasks promptly and in accordance with service contract specifications.
- C. The Service Provider shall utilize, in this service contract, only workers that are skilled in the tasks to which they are assigned.
  - 1. The Service Provider warrants to LSUHSC-NO that the workers used on the job are regularly employed by the service provider company or the Sub-Service Provider's company or companies.
- D. LSUHSC-NO reserves the right to examine the Service Provider's past payroll records and those of any Sub-Service Provider to determine whether the employees being used on the service contract are regularly employed.
- E. LSUHSC-NO reserves the right to question the use of an employee whom LSUHSC-NO feels is unskilled or untrained on a task that requires a skill.
- F. LSUHSC-NO retains the right to require the Service Provider to remove a Service Provider employee or employees as LSUHSC-NO may deem necessary.
  - 1. Reasons for this request may be, but are not limited to: poor work performance, incompetence, carelessness, disruptive or otherwise objectionable behavior.
  - 2. Service Provider crews will be working on tobacco-free campuses (no cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, etc.).
    - a. The Service Provider will be required to immediately remove any Service Provider employee from any LSUHSC-NO property who violates the no-tobacco rule.
  - 3. The Service Provider will be required to immediately remove any Service Provider employee from any LSUHSC-NO property who reports to the site manifesting evidence of being under the influence of alcohol or illegal drugs.
  - 4. A request to remove a Service Provider employee is in no way a call for dismissal – it is just a request for the individual to be reassigned away from LSUHSC-NO properties.
  - 5. If the Service Provider is requested to replace any employee, any time lost on the job shall be the responsibility of the Service Provider and shall not be an acceptable reason for requesting extensions of the completion deadline or tasks assigned under this service contract.

## 2.7 SUPERVISION

- A. The Service Provider shall provide all supervision on-site to coordinate and inspect work of Service Provider personnel (see Section 3.7).
- B. When necessary there will be a supervisor or point-of-contact (working foreman is acceptable) readily available to the designated LSUHSC-NO representative when work is being performed by multiple Service Provider employees.
  - 1. The Service Provider on-site supervisor / foreman shall check-in with the designated LSUHSC-NO representative daily (in person or by telephone) prior to starting work.
  - 2. The on-site supervisor / foreman will also contact the designated LSUHSC-NO representative for inspection after completing the work or when leaving for the day.

## 2.8 PERFORMANCE

- A. All work will be performed during regularly scheduled daytime working hours unless pre-arranged in writing through the designated LSUHSC-NO representative.
- B. When only one (1) Service Provider employee is scheduled to be on-site to provide service, that employee shall check-in with designated LSUHSC-NO representative (in person or by telephone) upon arrival to a LSUHSC-NO property and prior to starting any work, then again after completing the work or when leaving for the day.
- C. LSUHSC-NO requires quality work performed in a competent manner.
  - 1. All Service Provider non-supervisory workers shall be required to perform all relevant tasks without direction from LSUHSC-NO personnel.
- D. LSUHSC-NO will be the sole judge concerning the merits of services(s) provided in accordance with specifications set forth in this document, or if it is determined the Service Provider is operating in violation of federal, state and local applicable laws and ordinances.
  - 1. No latitude will be given for failure to perform properly.
- E. The Service Provider will provide replacement or additional personnel at no additional cost to correct any substandard work performed by assigned Service Provider personnel in accordance with the Default (Section 2.15) guidelines.
- F. Failure to correct substandard work to the satisfaction of the designated LSUHSC-NO representative after exhausting all opportunities per the Default guidelines (see Section 2.15) will result at a minimum in monetary penalties but could also result in the cancellation of this contract.
- G. A Service Provider that is new to providing the services described in this document at the LSUHSC-NO locations will be allowed one scheduled full-

service cycle adjustment period per task (for example: weekly mowing, scheduled pruning) to institute procedures and train personnel to provide the services in accordance with these specifications before the designated LSUHSC-NO representative will begin to critique the quality of the services provided.

## **2.9 IDENTIFICATION**

- A. The Service Provider will provide LSUHSC-NO specific information (Appendix A) for all personnel at the start of the service contract to facilitate the issuance of LSUHSC-NO identification badges.
- B. Service Provider personnel will always be in a uniform that prominently always displays the company name and/or logo while on LSUHSC-NO property.
  - 1. Outer wear such as cold weather apparel, rain jackets/suits, jumpsuits or the like that will cover the company name/logo on a uniform shirt must then also prominently display the company name/logo at all times.
- C. Service Provider personnel who are required to enter buildings as part of their duties must prominently display their LSUHSC-NO identification badge at all times while inside any LSUHSC-NO facility.
- D. The Service Provider will immediately retrieve and return to LSUHSC-NO identification badges for personnel that have been terminated from employment or all badges at the conclusion of the service contract.

## **2.10 CLEANUP**

- A. Service Provider personnel will be responsible for the thorough cleanup and removal of all debris in all areas where work was performed before leaving LSUHSC-NO property at the end of a work shift.

## **2.11 WASTE**

- A. The Service Provider shall not permit the accumulation of trash and/or waste materials at the work site and is responsible for the proper disposal of all waste generated by this work.
  - 1. Unless otherwise stated elsewhere in these specifications, all waste products of any kind shall be removed from all LSUHSC-NO work locations daily and disposed of in either the designated on-site container or an off-campus location in accordance with all applicable federal, state and local laws and regulations.
- B. LSUHSC-NO will provide access to one specific open top solid waste container (other temporary open top containers belonging to other Service Providers are not to be used for any reason) on each campus for any non-hazardous waste generated on-site by the landscape maintenance services.
- C. The use of LSUHSC-NO trash compactors, or trash containers other than the one designated container, is strictly forbidden.

1. A \$1000 penalty will be assessed against the total cost of the job if debris generated by this service contract is found in LSUHSC-NO trash compactors or containers other than the one designated container.
2. In addition, any violation of these conditions will result in the Service Provider being required to remove ALL future waste products of any kind from all LSUHSC-NO locations and disposed of off campus in accordance with all applicable federal, state and local laws and regulations.

## **2.12 USE OF PROPERTY**

- A. There will be no office, storage or disposal staging space provided to the Service Provider on any LSUHSC-NO property.
- B. Parking for Service Providers and Service Provider personnel is not available anywhere on the LSUHSC-NO Downtown Campus under any circumstances.
  1. Service Provider vehicles and Service Provider employee vehicles are required to park on the public street or in off-site commercial parking lots at the Service Provider's expense.
    - a. The Service Provider must abide by all parking laws and regulations when using public street parking.
    - b. Service Provider vehicles will not park on the public street in any fashion that in any way hinders normal access or operations related to LSUHSC-NO.
- C. Parking for Service Providers and Service Provider personnel is available at the School of Dentistry Campus free of charge (but never in the two horseshoe drives on Florida Avenue).
- D. See Appendix B for location maps.

## **2.13 WORK LOCATION MANAGEMENT**

- A. The Service Provider shall:
  1. Maintain safe pedestrian passage within and around work areas.
  2. Provide temporary protection to prevent movement of materials or debris to adjacent areas (where applicable).
    - a. Should the area beyond the work zone(s) become contaminated with any type of debris, coating, film, hazing, mist or dust as a consequence of this service; the Service Provider will clean and decontaminate these areas at no additional cost, to the satisfaction of the designated LSUHSC-NO representative.
  3. Promptly have repaired any incidental damage to infrastructure or moveable equipment, at no additional cost to LSUHSC-NO.

## 2.14 PAYMENTS

- A. The Service Provider shall only submit itemized invoices with lines that directly correspond to the lines on the LSUHSC-NO Purchase Order(s).
1. As the Purchase Order(s) may have separate lines for identical work that is located at separate locations – Downtown Campus, School of Dentistry Campus and Charity Cemetery – invoices cannot contain amounts that are the combined costs for the same work at the different locations.
  2. If the Purchase Order(s) list(s) the Quantity as twelve (12) months for service that is ongoing throughout the service contract year, the Service Provider may not combine multiple month payments onto one invoice (in order to only invoice quarterly, for example).
    - a. If a Service Provider prefers to invoice less often, this must be communicated to, and agreed to by, the designated LSUHSC-NO representative between the time the bid is awarded and the Purchase Order issued.
    - b. Once the Purchase Order has been issued, payment frequency must conform to the frequency listed on the Purchase Order.
    - c. For service that is only scheduled for specific times throughout the service contract year (quarterly and/or annual service, for example), the Purchase Order will show the Quantity as equal to the number of service visits that correspond to these specific times, and invoicing will occur only after each of these service visits are complete.
      - (1) If the Purchase Order includes both monthly and specific timed service visits, invoices may not combine both and spread the costs for the specific timed service visits over the entire service contract year.
      - (2) If the Service Provider prefers to spread all charges throughout the service contract year regardless of service visit frequency, this must be communicated to, and agreed to by, the designated LSUHSC-NO representative between the time the bid is awarded and the Purchase Order issued.
  3. For work performed where there is an additional (supplemental) cost to LSUHSC-NO, regardless of whether it is assigned via a Task Order (see Appendix C), the invoice must include individual lines for each type of cost (labor, materials [different lines for different materials], equipment use, etc.) – lump sum invoices will not be accepted.
- B. Invoices are to be submitted to either:
1. Via USPS mail to:

LSUHSC New Orleans  
Accounts Payable  
433 Bolivar Street  
New Orleans, LA 70112

**OR**

2. Via E-mail to: [noacctacctpay@lsuhsc.edu](mailto:noacctacctpay@lsuhsc.edu)

- C. No notice of completion, delivery memo, invoice or other document will be signed, or approvals of any type given for any part of the job or delivery of any equipment or materials, except by the designated LSUHSC-NO representative.

**2.15 DEFAULT**

- A. When the designated LSUHSC-NO representative becomes aware of an issue with either non-performance or non-compliance with the provisions as set forth in these specifications, the LSUHSC-NO representative will set a face-to-face meeting with the designated representative of the Service Provider within three (3) business days to discuss the issue, to mutually agree on a resolution to the discrepancy and to agree on a reasonable set target date for the issue to be corrected.
- B. If the same issue has not been resolved to the satisfaction of the designated LSUHSC-NO representative by this agreed upon set target date, the LSUHSC-NO representative will arrange a 2<sup>nd</sup> face-to-face meeting with the designated representative of the Service Provider within three (3) business days to again discuss the issue, to mutually agree on a resolution to the discrepancy and to agree on a reasonable 2<sup>nd</sup> set target date for the issue to be corrected.
- C. Should this 2<sup>nd</sup> discussion fail to resolve the issue by the 2<sup>nd</sup> agreed upon set target date, the designated LSUHSC-NO representative will send an electronic notification to the Service Provider that the non-performance and/or non-compliance issue must now automatically be corrected within three (3) business days from the date this notification is sent (not received).
1. Failure by the Service Provider to read the written notification in a timely manner or failure of the Service Provider's E-mail system to deliver the message will not extend the 3-day deadline.
- D. Should the two discussions between the Service Provider and the designated LSUHSC-NO representative plus the 3-day electronic notice fail to resolve the issue with non-performance or non-compliance with the provisions as set forth in these specifications, then LSUHSC-NO may seek remedy through liquidated damages as opposed to service contract cancellation and the following monetary penalties would then apply:
1. 1<sup>st</sup> Offense – \$250 plus withholding any outstanding payments due
2. 2<sup>nd</sup> Offense – \$500 plus withholding any outstanding payments due
3. 3<sup>rd</sup> Offense – \$1000 plus withholding any outstanding payments due
4. Service Contract Cancellation
- E. Whenever a specific non-performance and/or non-compliance issue has been encountered, is addressed through steps A-C above, even if a monetary penalty

is not imposed, subsequent occurrences of that specific non-performance and/or non-compliance issue will not be addressed again through those same steps but instead will go automatically to the monetary penalty assessment phase.

- F. Whenever a specific non-performance and/or non-compliance issue is encountered on three separate occasions that requires the designated LSUHSC-NO representative to address the specific issue with the Service Provider to resolve that issue, LSUHSC-NO will proceed to contract cancellation.
- G. The LSUHSC-NO designated representative will evaluate non-performance and/or non-compliance issues on a case-by-case basis and waive the levying of any damages in those instances where the failure to meet standards is determined to be beyond the Service Provider's control, such as situations that are weather or vandalism related.

### **SECTION 3 – GENERAL CONDITIONS**

#### **3.1 SUMMARY**

- A. The LSU Health Sciences Center – New Orleans (LSUHSC-NO) is seeking a landscape maintenance services provider to deliver specified landscape maintenance services per a set schedule (see Section 5 – Scope of Work) and landscape repairs on an as-needed basis.
  - 1. The Service Provider shall furnish all labor, equipment and specified materials necessary to deliver these services.
- B. Except where noted, in addition to all labor, tools, equipment and specified materials, the Service Provider shall also provide any and all permits, insurance, transportation and/or other items required to legally provide the services outlined in these specifications.
- C. The service contract period for this agreement will be twelve (12) months.
  - 1. Upon mutual agreement by both parties, the service contract can be renewed for four (4) additional twelve (12) month periods, with the total term of the service contract not to exceed sixty (60) months.

#### **3.2 EXISTING CONDITIONS, EXAMINATION OF SITE**

- A. By the act of submitting a bid for this work, the Service Provider shall be considered to have examined all locations, along with these specifications, and to be thoroughly familiarized with the scope of the required work and the existing conditions of all landscaping to be serviced.
- B. The work is to be performed on the LSUHSC-NO properties as defined on the maps provided (see Appendix B).
  - 1. **All bidders ARE REQUIRED to verify area sizes and conditions on their own.**



- C. *Should any drawings be provided by LSUHSC-NO indicating the location and dimensions of spaces, they are intended only as a guide to the Service Provider – the Service Provider is still responsible for inspecting and field verifying all dimensions.*
- D. When a discrepancy or ambiguity arises between the written specifications and any drawings, the written specifications shall govern.
- E. Prior to the start of any work under this service contract, the Service Provider and the designated LSUHSC-NO representative shall together make a thorough examination of the current conditions at all locations listed in these specifications.

### **3.3 SERVICE LOCATIONS**

- A. Landscape Maintenance Boundaries – The turf areas, ornamental plant beds and non-selective treatment areas to be maintained are contained within, adjoin and/or are around the following buildings and parking lots:
  - 1. Allied Health Professions / Nursing Building, 1900 Gravier Street
  - 2. Center for Advanced Learning & Simulation, 2021 Perdido Street
  - 3. Center for Advanced Learning & Simulation Central Plant, 2025 Gravier Street
  - 4. Central Utility Plant, 1903 Gravier Street
  - 5. Charity Cemetery, 5056 Canal Street (see Attachment B - Maps)
  - 6. Cleveland Avenue / Claiborne Avenue property (see Attachment B – Maps)
    - a. Mowing only plus non-selective vegetation control along entire perimeter and any growth inside the perimeter.
  - 7. Clinical Education Building with Lakeside Parking Lot, 1542 Tulane Avenue
  - 8. Dr. Mervin L. Trail Clinical Sciences Research Building, 533 Bolivar Street
  - 9. Dibert Building, 1545 Tulane Avenue
  - 10. East Campus Standby Power System Building, 1901 Gravier Street
  - 11. Galvez Street / S. Johnson Street properties (see Attachment B – Maps)
    - a. Mowing only plus non-selective vegetation control along entire perimeter and any growth inside the perimeter.
  - 12. Gravier Street Parking Garage, 1661 Gravier Street
  - 13. Human Development Center with Parking Lot, 411 S. Prieur Street

14. L & M Annex Building, 1542 Tulane Avenue
15. Lions / LSU Clinics Building, 2020 Gravier Street
16. Medical Education Building (MEB), 1901 Perdido Street
17. Parking Lots (standalone) Downtown Campus (mowing plus non-selective vegetation control along entire perimeter and any growth inside the perimeter):
  - a. Claiborne Lot 1 (Under I-10: Cleveland to Palmyra along S. Claiborne)
  - b. Claiborne Lot 2 (Under I-10: Tulane to Gravier along S. Claiborne)
  - c. Claiborne Lot 3 (Under I-10: Gravier to Perdido along S. Claiborne)
  - d. Perdido Lot 1 (behind Steam Plant between Galvez & S. Johnson)
  - e. Perdido Lot 2 (Perdido/S. Prieur/Poydras /S. Johnson block)
  - f. Perdido Lot 3 (Perdido/Bertrand/Poydras/S. Prieur block).
  - g. Perdido Lot 4 (Perdido/ Bolivar/Poydras /Bertrand block)
  - h. Perdido Lot 5 (Perdido/S. Roman/Gravier/Derbigny-S. Claiborne block)
  - i. Perdido Lot 6 (Perdido/S. Claiborne/S. Roman block)
  - j. Seton Patient Lot (at Seton Bldg. between S. Prieur & S. Johnson)
  - k. Seton Patient Overflow Gravel Lot (between S. Johnson & Galvez)
18. Steam Plant, 590 S. Johnson Street
19. Residence Hall / Residence Hall Parking Lot (Bolivar), 1900 Perdido Street
20. Resource Center / Chancellor's Parking Lot (S. Prieur), 433 Bolivar Street
21. School of Dentistry Administration Building, 1100 Florida Avenue
22. School of Dentistry Dr. Allen A. Copping Advanced Clinical Care & Research Building, 1100 Florida Avenue
23. School of Dentistry Dr. E.E. Jeansonne Clinic Building, 1100 Florida Avenue
24. School of Dentistry Power House, 1100 Florida Avenue
25. School of Dentistry Primary Care Clinic, 1111 Florida Avenue
26. School of Dentistry Outer Property (including maintenance building, warehouse, roadways & parking lots [north & south of Florida Avenue]), 1100 Florida Avenue
27. Seton Professional Building, 478 S. Johnson Street
28. Sister Stanislaus Memorial Hall / Delgado School of Nursing, 450A/B S. Claiborne Avenue

29. S. Roman Street Parking Garage, 425 S. Roman Street

### 3.4 BIDDER PROVISIONS

- A. Bidders are to quote their specific prices to furnish all labor, specified materials, equipment and expertise necessary to perform landscape maintenance services for a period beginning on or about July 1, 2023, and ending one (1) year after that date.
- B. The apparent successful bidder must submit three (3) client references (with a contact name, client address, client telephone number, contact E-mail address and the date services began) where the successful bidder is currently providing the same services as required in this bid, within forty-eight (48) hours of the LSUHSC Purchasing Department notifying the apparent successful bidder.
  - 1. One of the client references must be able to verify that the apparent successful bidder has provided the same services required in this bid for at least five (5) years (dates services began and ended).
    - a. This client reference may be a 4<sup>th</sup> reference if the successful bidder is not currently providing the same services.
  - 2. Purchasing will verify the three (3) client references within seventy-two (72) hours after receiving the information.
  - 3. If the apparent successful bidder does not provide three (3) client references within forty-eight (48) hours of receiving the request, the apparent successful bidder will be deemed non-responsive and the next apparent successful bidder will be contacted.
- C. Only organizations which have been in the landscape maintenance services business at least five (5) years and who are, as defined in the state statutes, financially responsible and able to show evidence of the reliability, ability, experience, facilities and persons directly employed and supervised by them to render prompt and satisfactory insulation service will be considered.
- D. The bid award will be all or none.
- E. All prices on successful bid price sheet will become the fixed service contract prices to furnish all labor, specified materials, equipment and expertise necessary to accomplish the work described in these specifications for the duration of this service contract.
- E. The use of the term "Service Provider" shall be interpreted to be the firm or corporation that is the successful bidder and has been designated the exclusive provider of the services described herein by LSUHSC-NO.
  - 1. The successful bidder will be required to accept a purchase order from LSUHSC-NO to serve as a service contract in strict accordance with these specifications for services.

2. The service contract will be administered by the designated LSUHSC-NO representative.

### 3.5 DESIGNATED LSUHSC-NO REPRESENTATIVES

- A. The use of the term "designated LSUHSC-NO representative" refers to the person designated in contract documentation to officially represent the interests and positions of the Louisiana State University Health Sciences Center, New Orleans, for the purpose of all landscape maintenance work.
- B. Following award of this bid, the primary designated LSUHSC-NO representative for landscape maintenance services work is Horticultural Attendant Superintendent Lauren Trentacoste. Lauren Trentacoste can be contacted via phone at 504-568-2747 or fax at 504-568-7223. **Please do not contact this individual regarding any part of the bid process.**

Mail should be addressed to:  
Lauren Trentacoste, Horticultural Attendant Superintendent  
LSU Health Sciences Center  
Department of Facility Services  
1901 Perdido Street, Room 2214  
New Orleans, LA 70112

- C. Following award of this bid, should the Horticultural Attendant Superintendent be unavailable, the Manager of Operations for Facility Services should be contacted with any service contract-related questions or issues via phone at (504) 568-8995.

### 3.6 CONTRACT IMPLEMENTATION MEETING

- A. Prior to implementation of this service contract, representatives from LSUHSC-NO and the Service Provider will hold a meeting to introduce each group of representatives to the other, to be attended by:
  1. A main point of contact from the Service Provider's sales or management staff for all concerns beyond discussions regarding routine servicing.
    - a. This individual shall routinely review and inspect operations, consult with LSUHSC-NO on current and future service programs and act with full authority on the Service Provider's behalf in any and all matters pertaining to the specifications of this service contract.
    - b. Though not required to attend, the name and contact information for a backup to the main point of contact must be provided.
    - c. The main point of contact will provide a telephone number, fax number, E-mail address, business cell phone number and normal working hours of themselves and their backup.
  2. A main point of contact for the Service Provider responsible for all on-site service work.
    - a. Though not required to attend, the name of a backup to the on-site service work point of contact must be provided.

3. The designated LSUHSC-NO representative, a purchasing representative from the LSUHSC-NO Purchasing Department handling this service contract and any individuals authorized as backup to the designated LSUHSC-NO representative.

### 3.7 COORDINATION OF WORK

- A. The Service Provider will be responsible for coordinating the work of all personnel provided under this service contract.
- B. The Service Provider shall provide all supervision on-site to coordinate and inspect work.
  1. When three or more Service Provider employees are on site, the Service Provider must have one additional employee on site at all times during the performance of any and all forms of landscape maintenance tasks as defined in these specifications (including irrigation maintenance, installation of new plant material, placement of mulch and any pesticide or fertilizer application to any LSUHSC-NO location) solely for the purpose of supervising and inspecting the work of all other Service Provider employees engaging in these landscape maintenance tasks.
  2. This employee must be readily available to meet with the designated LSUHSC-NO representative at all times while any of these landscape maintenance tasks is in progress.
  3. Except in cases of emergency, this supervising employee must remain on site unless replaced by another supervisory Service Provider employee.
  4. It is understood that there may be different individuals serving in this role at various times depending on the type of work being performed.
  5. **Under no circumstances should the designated LSUHSC-NO representative or any other LSUHSC-NO employee have to act in the capacity of supervisor for Service Provider personnel.**
- C. Daily Check In/Out
  1. The Service Provider on-site supervisor, point-of-contact or individual technician (for irrigation service or pesticide applications) shall contact the designated LSUHSC-NO representative or designee each service day (providing the work location and a description of the work to be performed) prior to starting the work.
  2. The on-site supervisor, point-of-contact or individual technician shall contact the designated LSUHSC-NO representative or designee for inspection or to provide an update on service(s) performed at the end of each service day (whenever leaving the site for the day, regardless of the time of day).

- D. LSUHSC-NO is a twenty-four (24) hours a day, three hundred sixty-five (365) days a year operation.
  - 1. The designated LSUHSC-NO representative must approve any work scheduling that will interfere with the normal operation of the facility or its personnel.
- E. Personnel relations of employees on the Service Provider's payroll shall solely be the Service Provider's responsibility.
  - 1. The Service Provider shall comply with all applicable government regulations related to the employment and compensation of personnel.
- F. All tasks are to be performed in a workmanlike manner, in accordance with industry standards and acceptable trade practices for all trades involved.

### **3.8 SERVICE CONTRACT CHANGES**

- A. After the bid has been awarded, no changes will be made to any part of the service contract without:
  - 1. a written proposal from the Service Provider describing the potential changes with a complete breakdown of all material and hours, and the individual cost of each; and,
  - 2. a subsequent Change Order or new Purchase Order issued by an authorized representative of the LSUHSC-NO Purchasing Department.

### **3.9 DOCUMENTATION**

- A. No notice of completion, delivery memo, invoice or other document will be signed, or approvals of any type given, for any part of the job or delivery of any equipment or materials, except by the designated LSUHSC-NO representative(s), secondary contact or designee.

### **3.10 SERVICE IMPLICATIONS**

- A. Items not expressly set forth, but which are reasonably implied or necessary for the proper performance of this work, shall be included.

## **SECTION 4 – GENERAL PROJECT REQUIREMENTS**

### **4.1 QUALITY ASSURANCE**

- A. The Service Provider shall handle and store materials in strict accordance with manufacturer's instructions.
- B. The Service Provider shall submit all pertinent information to the designated LSUHSC-NO representative regarding any Sub-Service Provider for approval prior to using any Sub-Service Provider for the first time at LSUHSC-NO.

- C. The Service Provider shall take all normal precautions associated with landscape maintenance to protect the safety of the buildings, building occupants and the Service Provider's staff.

## 4.2 SCHEDULING & WORK PROGRESSION

- A. The Service Provider shall provide regularly scheduled landscape care and maintenance services.
- B. The Service Provider will provide a written regular schedule (specific day[s] of the week campus will be serviced) to the designated LSUHSC-NO representative at the outset of this contract for the LSUHSC-NO Downtown Campus, School of Dentistry Campus and Charity Cemetery locations.
- C. Almost all locations are available for maintenance from sunrise to sunset Monday through Friday.
  - 1. The exceptions to this include:
    - a. the Residence Hall and Sister Stanislaus Memorial Hall buildings that must be scheduled after 9:00 a.m. and complete by 6:00 p.m.
    - b. the School of Dentistry turf maintenance (specifically the use of power equipment) that must be scheduled after 8:00 a.m.
  - 2. LSUHSC-NO staff are available to unlock the fenced in area at Stanislaus Hall from 9:00 a.m. to 4 p.m. Monday through Friday.
- D. Once any one type of task has commenced (ex. pruning), work must progress on consecutive workdays until complete.
  - 1. Exceptions to this rule include:
    - a. work is disrupted due to circumstances beyond the control of the Service Provider (weather, LSUHSC-NO causes a delay, etc.);
    - b. a work schedule showing non-consecutive workdays was pre-approved by the designated LSUHSC-NO representative; or
    - c. the nature of the work being performed requires a break or breaks to allow a process to be completed (drying, curing, setting, etc.) before proceeding.
  - 2. The designated LSUHSC-NO representative may allow other exceptions on a case-by-case basis but will be the final authority of any such requests.
- E. Delays and disruptions in the schedule.
  - 1. When inclement weather prevents service in accordance with the regular schedule, the Service Provider will notify the designated LSUHSC-NO representative as early as possible when such a decision is made by the Service Provider and service will be rescheduled for the next available day or week.

- a. Should a declared evacuation of the area or a decision by the LSUHSC-NO Chancellor to officially close the LSUHSC-NO campus due to a severe weather event or other emergency, the Service Provider shall not provide service until officials at all levels have deemed the area safe.
  - b. Should extended inclement weather or declared emergency prevent service for one entire cycle or more, LSUHSC-NO will deduct the cost of each lost cycle of service from the next Service Provider invoice.
2. If the Service Provider is unable to access an area due to construction, the Service Provider must notify the designated LSUHSC representative and also note it in the Weekly Service Report.
  - a. Additionally, if the Service Provider needs access into a fenced in area, they must first notify the LSUHSC representative before entering the location.
3. The Service Provider will also notify the designated LSUHSC-NO representative immediately regarding any schedule changes for reasons not specified above.

#### 4.3 ADDITIONAL WORK

- A. All requests by LSUHSC-NO for work that will require additional payment (work other than what is already classified as **Supplemental** throughout this document) must be communicated to the Service Provider in the form of a written Task Order (see Appendix C), Change Order or new Purchase Order issued by the LSUHSC-NO Purchasing Department.
  1. No additional work will be started until the Task Order, Change Order or new Purchase Order for this work has been provided in writing.
  2. The designated LSUHSC-NO representative cannot directly or indirectly authorize any additional work without one of these forms of official documentation.
  3. Failure by the Service Provider to obtain authorization via the Task Order, Change Order or new Purchase Order before starting the work may result in non-payment or delays in processing payment.
- B. **Exception:** Emergency repairs may be made without waiting for authorization when immediate repairs are necessary to protect the health, safety or welfare of the public or immediate repairs are needed to prevent property damage.
  1. In these situations, the Service Provider will make immediate repairs as needed to protect the public or stabilize the situation then immediately notify the designated LSUHSC-NO representative.
  2. The Service Provider will provide written and photographic documentation to show both the need for the immediate repairs and the work performed to accomplish the repair



3. Any justifiable and reasonable requests for additional payment for emergency work will be verified by, and arranged through, the designated LSUHSC-NO representative.
- C. **Exception:** Cleanup work of excessive branch, leaf, mulch and other debris resulting from severe storm weather events is not directly included in this contract but will be considered the responsibility of the Service Provider (**at an additional [supplemental] cost to LSUHSC-NO**).
1. The Service Provider will be prepared and expected to respond with adequate personnel by no later than 9:00 a.m. the day following a severe storm weather event (even if the next day is a weekend day).
    - a. The Service Provider will contact the designated LSUHSC-NO representative by 7:00 a.m. the day following a severe storm weather event to verify the cleanup is needed.
    - b. At that time the designated LSUHSC-NO representative will either authorize the mobilization of the Service Provider's personnel to perform the cleanup or inform the Service Provider a cleanup is not necessary and to stand down.
  2. A separate Purchase Order will be issued with an initial "Not-To-Exceed" limit as soon as possible if the designated LSUHSC-NO representative authorizes the Service Provider to mobilize personnel for cleanup services.
  3. When mobilized to perform cleanup services, the Service Provider will submit a daily report to the designated LSUHSC-NO representative of the manhours expended for that day in order for the representative to monitor the overall expenditure and adjust the purchase order as necessary.

#### 4.4 DEFINITIONS

- A. "Landscape Maintenance" shall consist of:
1. landscape turf and ornamental plant bed fertilization;
  2. landscape turf and ornamental plant bed weed/insect/disease control in accordance with horticultural industry practices necessary to ensure normal, vigorous and healthy growth of turf and ornamental landscape plantings;
  3. weed eradication and prevention in and/or along all asphalt, brick, gravel and concrete sidewalks, parking lots (varying surfaces), city street curbs, and on-property roadways;
  4. weed eradication and prevention in and/or along all fencelines and utility areas, regardless of surrounding surfaces;
  5. mulching;

6. pruning;
  7. seasonal color;
  8. irrigation system repair and maintenance.
- B. Turf areas are defined as all the grassed space between the edge of roadway/ parking area curbing or sidewalk and:
1. a defined ornamental plant bed, divided from the turf area by in-ground composite or metal landscape edge material;
  2. a building exterior wall or other similar structure;
  3. another sidewalk or curb or a fence.

## **SECTION 5 – SCOPE OF WORK**

### **5.1 ORDER OF SERVICE**

- A. Unless otherwise noted in other sections of these specifications, all work at the Downtown Campus will typically proceed each week in the following order:
1. All sides of the Human Development Center, including all sides & inside the parking lot.
  2. All sides of the Resource Center Building, including all sides & inside the parking lot.
  3. All sides of the S. Roman Street Parking Garage, Central Utility Plant & East Campus Standby Power System Building.
  4. All sides of the Allied Health Professions / School of Nursing Building.
  5. All sides of the Medical Education Building.
  6. All sides of the Lions / LSUHSC Clinics Building.
  7. All sides of the Trail Clinical Science Research Building (including the newly sodded lot along Perdido & S. Prieur Streets).
  8. All sides of the Residence Hall, including: 2<sup>nd</sup> level wraparound patio (non-selective weed control), all sides & inside Residence Hall Parking Lot, parking areas under the building and the fenced ornamental plant bed on the corner of Poydras Street & Bolivar Street.
  9. Gravier Street side and partial (existing landscape) S. Prieur Street and S. Johnson Street sides of the Center for Advanced Learning & Simulation.
  10. All sides of the Center for Advanced Learning & Simulation Central Plant (including S. Prieur Street pocket park and the Student Garden enclosure).

11. All sides of the Seton Professional Building & inside the Patient Parking Lot (facing Human Development Center).
12. All sides of the Steam Plant.
13. All sides/inside of Perdido Lot 1, Seton Patient Overflow Gravel Lot (S. Johnson) and all Galvez Street / S. Johnson Street undeveloped properties (see Appendix B – Campus Maps).
14. All sides/inside of Perdido Lot 2 (including the pocket parks).
15. All sides/inside of Perdido Lot 3 the Perdido Lot 4 (including the pocket park).
16. All sides/inside of Perdido Lot 5 then Perdido Lot 6 (including the pocket parks).
17. All sides/inside of the three Claiborne Parking Lots.
18. All sides of Sister Stanislaus Memorial Hall/Delgado School of Nursing buildings (entire perimeter [loading dock/parking area, rear drive between Gravier Street & Perdido Street, all adjoining sidewalks & curbs and the front entrance circle drive] plus front entrances on S. Claiborne Avenue side).
19. All sides of the Gravier Street Parking Garage.
20. All sides of the Dibert Building (includes maintaining jasmine planters along S. Claiborne Avenue, between Gravier & Tulane).
21. All sides of the L & M Annex Building.
22. All sides of the Clinical Education Building, including all sides & inside the Lakeside Parking Lot.
23. All sides/inside of Cleveland Avenue / Claiborne Avenue property (adjoining sidewalks & curbs minus the city tree planters between the sidewalk and Claiborne Avenue [see Appendix B – Campus Maps]).

B. Unless otherwise noted in other sections of these specifications, all work at the Charity Cemetery will typically proceed each week in the following order:

1. Mowing, string trimming and edging from Canal Street back to the row of tall hollies.
2. Non-selective vegetation control along the Canal Street fenceline.
3. Non-selective vegetation control along the fenceline to the south (left side) from Canal Street back to the row of tall hollies.

4. Non-selective vegetation control along the wall to the north (right side) back to the row of tall hollies.
  5. Non-selective vegetation control around all trees between Canal Street and the row of tall hollies.
  6. Full service of the Katrina Memorial area.
  7. Mowing and string trimming from Canal Street row of tall hollies west to Banks Street.
  8. Non-selective vegetation control around all trees and along the wall & fenceline from the row of hollies west to Banks Street.
- C. Unless otherwise noted in other sections of these specifications, all work at the School of Dentistry Campus will typically proceed each week in the following order:
1. Walk-behind mowing, string trimming and edging of the horseshow drive median, the street and parking sides of the Jeansonne Clinic Building, the Copping Lot, the front of the Power House, the parking lot and street sides of the Primary Care Clinic, the inner courtyard, the rear and sides of the Power House, the Faculty Lot and the rear of the Copping Building.
  2. The simultaneous riding mowing, string trimming and edging of all other areas.
  3. Front of the Administration Building, including horseshoe drive median, ornamental beds and turf care and rear ornamental beds care.
  4. All sides of the Jeansonne Clinic Building ornamental beds and turf care, including courtyard raised beds.
  5. All sides of the Copping Advanced Clinical Care & Research Building turf care plus ornamental care in the front raised planter.
  6. Turf care on all sides of the Power House.
  7. Street side & both parking lot sides of the Primary Care Clinic (beside railroad tracks) ornamental beds and turf care.
  8. All sides/inside the two Patient Parking Lots between the railroad tracks and Florida Avenue, ornamental beds and turf care.
  9. Florida Avenue curbs – non-selective vegetation control along crack between street asphalt and curb concrete (both sides of street the full length of the property – bayou to the west & white underground telephone marker to the east for the RR tracks side).
  10. All sides/inside of the Faculty, Student & Employee Parking Lots (non-selective vegetation control).

11. All sides of the Maintenance Building and Warehouse (non-selective vegetation control only).
12. All fencelines (selective & non-selective vegetation control) around South and East sides of Campus.

## 5.2 INITIAL ASSESSMENT

- A. As part of the activation of this service contract, but not to interfere with the commencing of service, the Service Provider and the designated LSUHSC-NO representative shall together make a thorough examination of the current conditions on all properties listed in these specifications.
  1. The Service Provider shall provide a written report to the designated LSUHSC-NO representative noting all locations of existing problems. Service Provider does not assume initial responsibility for.
- B. The period to complete the initial assessment and deliver the recommendation report to the designated LSUHSC-NO representative will not exceed thirty (30) calendar days from the activation of this service contract (date purchase order is issued).
- C. After receiving the results of the initial assessment from the Service Provider, LSUHSC-NO will either give the Service Provider written authorization (a separate Purchase Order) to make corrections or a written release from responsibility for the item(s).

## 5.3 INSPECTION

- A. The Service Provider shall inspect all of the LSUHSC-NO properties listed in these specifications on a weekly basis, looking for problems or potential problems with the landscaping or impervious surface weed control.
- B. Just prior to the start of any of the work in an area as defined within these specifications, the area is to be inspected by Service Provider personnel to identify any conditions that may affect the performance or the results of the work.
  1. Anything that impedes access to a specific area must be reported to the designated LSUHSC-NO representative immediately upon discovery.

## 5.4 EQUIPMENT

- A. The Service Provider is responsible for providing all tools, equipment and vehicles necessary to complete all landscape care and maintenance as defined within the specifications of this contract.
- B. No tools, equipment, vehicle(s) or supplies (fuel, oil and the like) shall be left on site overnight.
- C. No tools, equipment or supplies (fuel, oil and the like) shall be left unsecured and unattended during any break from the work in the course of the working day.

- D. No Service Provider equipment will be cleaned on site.

## 5.5 TURF

- A. All turf shall be kept in a full (no open patches), healthy, vigorous growing condition during the growing season.
- B. Turf fertilizer (the formulation based on the latest soil testing) shall be applied on or about each March 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and October 1<sup>st</sup>.
- C. Pests shall be controlled in designated turf areas to prevent damage to the health and appearance of the turf as noted under the Weed Control, Insect Control and Disease Control sections.
1. Turf is to be kept fungus and weed-free throughout the year mainly by use of preventive maintenance pesticide applications.
- D. Pest control shall be applied to all turf plots adjoining or in the immediate vicinity of buildings, but not parking lots or undeveloped properties, on the Downtown Campus.
- E. Pest control shall be applied to turf only on the School of Dentistry Campus in the following areas:
1. horseshoe drive median in front of the Administration Building (flagpole area);
  2. along Florida Avenue in front of the Jeansonne Clinic Building;
  3. along the sidewalk on the east side of the Clinic Building;
  4. the middle of the loop drive in front of the Copping Building;
  5. between the Clinic and Copping Buildings;
  6. between the courtyard and the Copping Building;
  7. between the Power House and the Copping Building;
  8. the front and rear areas of the Power House;
  9. the Florida Avenue and parking lot sides of the Primary Care Clinic; and
  10. all turf areas between Florida Avenue and the parking lots (from the Primary Care Center and Bayou St. John.
- F. No other School of Dentistry Campus turf will be treated to control pests.
- G. No Charity Cemetery turf will be treated to control pests.
- H. Once fully healthy to the satisfaction of the Service Provider and the designated LSUHSC-NO representative, any turf found to be dead or severely damaged (by

causes deemed within the control of the Service Provider by the designated LSUHSC-NO representative) shall be replaced with turf sod of identical species within ten (10) working days of being seen by or reported to the Service Provider (see 5.15 – Plant Replacement).

1. Replacement sod shall be similar in all respects to the existing turf.
2. Seeding to replace turf is not acceptable unless directed, in writing, by the designated LSUHSC-NO representative.
3. Service Provider must report to the designated LSUHSC-NO representative and document any damaged or dead turf discovered during weekly campus walkthrough.

## **5.6 SHRUBS**

- A. Shrubs shall be kept in a full (no open patches), healthy, vigorous growing condition (see Section 5.7 – Pruning below).
- B. Shrub fertilizer (the formulation based on the latest soil testing) shall be applied on or about each March 1<sup>st</sup>, June 1<sup>st</sup> and September 1<sup>st</sup>.
- C. Pests shall be controlled in shrubs to prevent damage to the health and appearance of the plants as noted under the Weed Control, Insect Control and Disease Control sections.
- D. Once fully healthy to the satisfaction of the Service Provider and the designated LSUHSC-NO representative, any shrub found to be dead or severely damaged (by causes deemed within the control of the Service Provider by the designated LSUHSC-NO representative) shall be replaced at the Service Provider's cost with a plant of identical species and approximate size within fifteen (15) working days of being seen by, or reported to, the Service Provider (see 5.15 – Plant Replacement).
  1. Replacement shrubs shall be similar in all respects to the existing shrubs.
  2. The designated LSUHSC-NO representative may waive the fifteen (15) day time limit if the Service Provider, after a thorough search, can provide documentation that replacement plant(s) of identical species and approximate size are not readily available.
  3. Service Provider must report to the designated LSUHSC-NO representative and document any damaged or dead shrubs discovered during weekly campus walkthrough.
- E. Tree branches of any source or size will be removed from ornamental plant beds during each service visit.
- F. During the fall and winter, removal of leaf build-up on and around shrubs shall be a priority during each service visit.

1. Leaf accumulations will be removed from ornamental plant beds as needed throughout the year to maintain a neat appearance and the health of the plantings.

## 5.7 GROUNDCOVER AND ANNUALS

- A. Groundcover and annual flowering plants shall be maintained in a full (no open patches), healthy, vigorous growing condition (see Section 5.7 – Pruning below).
- B. Groundcover shall be kept trimmed back from sidewalks, curbs, and paved areas on an as-needed basis (**at an additional [supplemental] cost to LSUHSC-NO**).
  1. Do not create straight horizontal or vertical edges when pruning groundcover (other than jasmine).
  2. Only runners growing greater than three (3) inches over the planter edge (other than jasmine) shall be cut for a more natural appearance and healthier plants.
  3. Jasmine shall be kept trimmed to the planter edge.
- C. Annual flowering plants shall not be trimmed without consultation with the designated LSUHSC-NO representative.
- D. Groundcover (except for annual flowering plants) fertilizer shall be applied on or about each March 1<sup>st</sup>, June 1<sup>st</sup> and September 1<sup>st</sup>.
- E. Pests shall be controlled in groundcover to prevent damage to the health and appearance of the plants as noted under the Weed Control, Insect Control and Disease Control sections.
- F. Once fully healthy to the satisfaction of the Service Provider and the designated LSUHSC-NO representative, any groundcover plant or annual flowering plant found to be dead or severely damaged (by causes deemed within the control of the Service Provider by the designated LSUHSC-NO representative) shall be replaced at the Service Provider's cost with a plant of identical species within fifteen (15) working days of being seen by or reported to the Service Provider (see 5.15 – Plant Replacement).
  1. Replacement groundcover plant or annual flowering plant shall be similar in all respects to the existing groundcover plant or annual flowering plant.
  2. The designated LSUHSC-NO representative may waive the 15-day time limit if the Service Provider, after a thorough search, can provide documentation that replacement plant(s) of identical species and approximate size are not readily available.
  3. The Service Provider must report to the designated LSUHSC-NO representative and document any damaged or dead shrubs discovered during weekly campus walkthrough.



- G. Tree branches of any source or size will be removed from ornamental plant beds during each service visit.
- H. During the fall and winter, removal of leaf build-up on and around shrubs shall be a priority during each service visit.
  - 1. Leaf accumulations will be removed from ornamental plant beds as needed throughout the year to maintain a neat appearance and the health of the plantings.

## 5.8 MULCHING

- A. The Service Provider shall consult the designated LSUHSC-NO representative prior to the addition of any mulch.
- B. A one (1) inch thick layer of new landscape mulch will be applied semi-annually by the Service Provider to all existing mulched areas.
- C. Unless determined to be unhealthy for the plants, the existing mulch will be left in place.
- D. The mulch will be a coarse all wood composite dyed to a medium brown color (no pine straw, cypress or pine bark allowed).
- E. The designated LSUHSC-NO representative will approve a mulch sample before the Service Provider purchases and begins installing the new mulch.
- F. All existing mulched surfaces will be covered with the new mulch.
- G. Any mulch misplaced on turf, plant leaves/branches or hard surfaces (sidewalks, etc.) during the mulch installation process will be removed prior to moving to next ornamental plant bed.
- H. Place mulch only up to the base of the root flare on any tree.
- I. Any mulched areas where the mulch is removed or missing for any reason under any circumstances throughout the year will be re-mulched during the next service visit (at an additional [supplemental] cost to LSUHSC-NO)
  - 1. This includes any areas that are missing mulch at the start of this contract.
- J. All empty bags will be disposed of in the designated on-site waste container.
  - 1. Service Provider personnel will be no more than fifty (50) feet from uncollected empty bags at any time, under any circumstance.

## 5.9 PRUNING

- A. The Service Provider will be responsible for pruning shrubs to refine the existing shapes into the final preferred appearance in consultation with the designated LSUHSC-NO representative.

- B. It is understood that the final preferred appearance may not be achieved in the first or even second trimming, however each successive trimming must progress toward the final preferred appearance rather than regress from it.
- C. Prune all "scheduled" woody bedding plants at all locations four (4) times per year on or about April 15<sup>th</sup>, June 15<sup>th</sup>, August 15<sup>th</sup> and October 15<sup>th</sup>.
- D. Pruning by species – scheduled:
1. Carissa Holly, Dwarf Yapon Holly and Indian Hawthorn 'Eleanor Tabor':
    - a. *Plants will be pruned to the round (looking straight down) and "dome top" (side profile) shape already generally established (see below).*



- b. Individual plants that have grown into a dense hedge will be selectively trimmed to establish a partial dome appearance for each plant (see below – started but continues to need to be refined).
    - (1) These plants are to be maintained at a maximum height of thirty (30) inches.



- c. Any plants currently smaller in size than adjoining plants will be more selectively pruned to allow new growth to remain in order for plants to achieve the same size as the larger plants so all plants will eventually be the same size (see below).



- d. *All plants that have not already grown into a dense hedge will be trimmed on the sides so there is only a **minimal gap (from almost***



***touching to no more than one [1] inch) between plants (see below).***

2. Aztec Grass or Variegated Liriope (AHN & CSRB):

- a. Prune annually only during the first round of pruning in April.
- b. Do not prune when flower buds are present.
- c. Prune only after consultation with the designated LSUHSC-NO representative.

3. Boxwood (Charity Cemetery)

- a. Plants will be pruned to the round (looking straight down) and “dome top” (side profile) shape already generally established.
- b. Individual plants that have grown into a dense hedge will be selectively trimmed to establish a partial dome appearance for each plant.
- c. Any plants currently smaller in size than adjoining plants will be more selectively pruned to allow new growth to remain in order for plants to achieve the same size as the larger plants so all plants will eventually be the same size.
- d. All plants that have not already grown into a dense hedge will be trimmed on the sides so there is only a minimal gap (from almost touching to no more than two [2] inches) between plants.

4. Burford Holly (School of Dentistry Primary Care Clinic):

- a. Prune to maintain a uniform height and to promote dense growth.
5. Camellia Sasanqua:
- a. Prune only to maintain a maximum height of thirty (30) inches.
  - b. Prune to promote dense growth.
  - c. Do not prune when flower buds are present – prune only immediately after all blooming has finished.
6. Clethra (RSG Digital Sign on Tulane Ave.):
- a. Prune annually only during the first round of pruning in April.
  - b. Do not prune when flower buds are present.
  - c. Prune only after consultation with the designated LSUHSC-NO representative to improve shape and/or to reduce overall size.
7. Dwarf Fountain Grass 'Cassian' (CALS & School of Dentistry Primary Care Clinic):
- a. Prune annually only during the first round of pruning in April just prior to new shoot growth.
  - b. Cut back foliage just to the growing point, leaving grass clump at least four (4) inches high.
8. Miscanthus 'Morning Light' (CALS & School of Dentistry Primary Care Clinic):
- a. Prune annually only during the first round of pruning in April just prior to new shoot growth.
  - b. Cut back foliage up unto the growing point, leaving grass clump at least four (4) inches high.
9. Parsonii and Nana Juniper:
- a. Selective pruning to allow shorter branches to overlap concrete structures between three (3) to six (6) inches – never prune to a straight edge.
  - b. Prune to maintain small gap between junipers and other types of plants (do not prune more of one type than the other and do not prune any growth between two junipers).
- E. Prune all "unscheduled" bedding plants as needed throughout the year.
- F. Pruning by species – unscheduled:
1. Agapanthus 'Blue Lily of the Nile':
    - a. Remove bloom stalks immediately after all blooms have fallen from each stalk – do not wait to cut all stalks at once, especially if some have already started to turn brown (**at an additional [supplemental] cost to LSUHSC-NO.**)

- b. Cut each stalk as low as possible.
  - c. Remove any yellow and/or yellowing leaves while performing maintenance service **(at an additional [supplemental] cost to LSUHSC-NO).**
- 2. Algerian Ivy species (AHN, CALS, MEB & RCB):
  - a. Prune (do not use a power edging/trimming machine) to keep runners off concrete structures and within the edge of the planter.
  - b. Prune in such a manner to prevent the appearance of leafless sticks along the pruned edges.
  - c. Prune as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
- 3. Asiatic Jasmine (Seton Building & Dibert Building [Claiborne Avenue] sidewalk planters):
  - a. Prune (do not use a power edging/trimming machine) to keep runners off concrete structures and within the edge of the planter.
  - b. Prune in such a manner to prevent the appearance of leafless sticks along the pruned edges.
  - c. Prune every 2-4 weeks during growing season as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
- 4. Asparagus Fern (Residence Hall front planters):
  - a. Trim only when growth overhanging planter falls less than three (3) inches above the street address sign – never prune to a straight edge.
  - b. Remove dead shoots.
  - c. Trim as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
- 5. Autumn Fern (CALS):
  - a. Trim only to remove damaged or browning leaves (*remove entire leaf, not just browned portion*).
  - b. Trim as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
- 6. Calycanthus (CSRB raised planter):
  - a. Prune to maintain a uniform height and to promote dense growth.
  - b. Trim before leaf-out or just after the bloom cycle has been complete **(at an additional [supplemental] cost to LSUHSC-NO).**
- 7. Cast Iron (GSG & CEB only):
  - a. Trim only to remove damaged or browning leaves (*remove entire leaf, not just browned portion*).
  - b. Trim as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**

8. Creeping Rosemary (HDC, CALS & CSRB raised planters):
  - a. Trim only when growth overhanging planter falls twelve (12) inches below top edge of planter – never prune to a straight edge.
  - b. Trim as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
9. Distylium 'Vintage Jade' (CALS):
  - a. Prune only to maintain a maximum height of thirty (30) inches.
  - b. Prune to promote dense growth and as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
10. Esperanza (HDC raised planter & sidewalk bed at south entrance):
  - a. Prune annually only during the first round of pruning in April.
  - b. Do not prune when flower buds are present.
  - c. Prune to maintain a maximum height of fifty-eight (58) inches in bed located in the parking lot.
  - d. Prune to remove dead/damaged branches, to remove seed heads and to improve shape and/or to reduce overall size only after consultation with the designated LSUHSC-NO representative **(at an additional [supplemental] cost to LSUHSC-NO).**
11. Florida Anise (HDC)
  - a. Prune only to maintain a maximum height of thirty (30) inches.
  - b. Prune to promote dense growth.
  - c. Do not prune when flower buds are present.
  - d. Prune as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
12. Japanese Yew (SSMH):
  - a. Prune only after consultation with the designated LSUHSC-NO representative to improve shape and/or to reduce overall size as to not interfere with overhead security camera **(at an additional [supplemental] cost to LSUHSC-NO).**
13. Lantana 'New Gold' (CSRB raised planter)
  - a. Trim only when growth overhanging planter falls twelve (12) inches below top edge of planter – never prune to a straight edge.
  - b. Trim as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
14. Ligularia 'Gigantea' (RSG on Gravier Street, CSRB & CALS):
  - a. Remove bloom stalks immediately after all blooms have fallen from each stalk – do not wait to cut all stalks at once **(at an additional [supplemental] cost to LSUHSC-NO).**

- b. Cut each stalk as low as possible and remove yellowing or brown leaves as needed **(at an additional [supplemental] cost to LSUHSC-NO).**
15. Loropetalum species:
- a. Maintain as a continuous hedge with rounded edges and ends – not “boxy” in overall appearance.
  - b. Maximum height dependent on location.
  - c. Prune as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
16. Mahonia species (CALS & HDC raised planter):
- a. Prune to maintain a uniform height and to promote dense growth.
  - b. Maximum height dependent on location.
  - c. Prune as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
17. Mondo Grass species (CALS, CEB, MEB, RSG & Perdido Lot 6):
- a. Prune only after consultation with the designated LSUHSC-NO representative to improve shape and/or to reduce overall size **(at an additional [supplemental] cost to LSUHSC-NO).**
  - b. Prune so there is only a minimal gap (from almost touching to no more than one [1] inch) between plants.
18. Nellie R. Stevens Holly (CALS, GSG, HDC, Student Memorial [LEC] & RSG):
- a. Prune to maintain a uniform appearance among all plants at each location but not all plants in general.
  - b. Prune to promote dense growth.
  - c. Prune as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
19. Ruellia (HDC raised planter):
- a. Prune to maintain a uniform height of all plants.
  - b. Prune to promote dense growth.
  - c. Prune as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
20. Pineapple Guava (CALS & School of Dentistry Primary Care Clinic):
- a. Prune to maintain a uniform height and to promote dense growth.
  - b. Prune as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO).**
21. Viburnum (School of Dentistry Primary Care Clinic):

- a. Prune only after consultation with the designated LSUHSC-NO representative to improve shape and/or to reduce overall size as to not interfere with overhead security camera.
  - b. Prune to promote dense growth.
  - c. Trim as needed throughout the year up to the seam along the top of the wall of building **(at an additional [supplemental] cost to LSUHSC-NO)**.
- 22. Variegated Japanese Aucuba (HDC, Seton & Residence Hall front planters)
  - a. Prune to maintain a uniform height of all plants.
  - b. Prune to promote dense growth.
  - c. Prune as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO)**.
- 23. Xanadu Philodendron (MEB)
  - a. Trim only to remove damaged or yellowing leaves (*remove entire leaf, not just browned portion*).
  - b. Trim as needed throughout the year **(at an additional [supplemental] cost to LSUHSC-NO)**.
- 24. Yaupon Holly (GSG along Gravier Street sidewalk only):
  - a. Prune only as needed to maintain health and minimize interference with pedestrians, vehicles or mowers throughout the year **(at an additional [supplemental] cost to LSUHSC-NO)**.
  - b. Allow growth to remain on each plant as low as possible without causing interference.

G. **ALL SHRUB AND SMALL PLANT PRUNING TO BE PERFORMED USING ONLY NON-POWER (HAND) EQUIPMENT.**

- H. Pruning must only be performed by trained personnel in accordance with accepted horticultural practices and the specifications contained herein.
  - 1. A non-working supervisor knowledgeable regarding the required final appearance of the plants being pruned must be present during all pruning.
  - 2. Initial pruning during each round of pruning must be observed by the designated LSUHSC-NO representative to certify the Service Provider personnel assigned understand and have the ability to perform the pruning to LSUHSC-NO standards.
    - a. The designated LSUHSC-NO representative must re-certify the pruning crew if at any time 1/3 or more of the total personnel in the pruning crew have changed.
    - b. The designated LSUHSC-NO representative may at any time choose to observe the pruning to verify standards continue to be followed.



- I. The Service Provider must discuss all aspects of all pruning work with the designated LSUHSC-NO representative prior to beginning each pruning cycle.
- J. Prune all **crepe myrtle trees** on the Downtown and School of Dentistry campuses to remove all designated new growth (especially seed pods) from the previous growing season.
  - 1. Remove growth from each tree that is one-quarter (1/4) inch in diameter or smaller.
  - 2. The designated LSUHSC-NO representative may also request price quotes for the removal of additional growth from specific trees (at an additional [supplemental] cost to LSUHSC-NO).
  - 3. Power pruning equipment is allowed for this work.
  - 4. **Pruning of crepe myrtle trees at all locations MUST take place during the month of January only.**
  - 5. **Unless work is disrupted due to circumstances beyond the control of the Service Provider, as determined by the designated LSUHSC-NO representative, failure to complete the pruning of ALL crepe myrtle trees at all locations by the last day of January WILL result in monetary penalties (see Section 2.15).**
- K. The pruning of trees other than crepe myrtle trees **is not** a part of this particular contract.
- L. Plant materials that are disfigured or damaged due to improper pruning will be replaced at the Service Provider's cost with a specimen of identical species and the largest available (nationally, not just locally) that is closest in size of the plant before it was damaged (see 5.15 – Plant Replacement).
- M. **Under no conditions will chemical growth regulators be allowed to be applied to any vegetation on any LSUHSC-NO property.**

#### 5.10 SEMI-ANNUAL PLANTINGS (SEASONAL COLOR)

- A. The Service Provider will install new annual plants on or about every May 1<sup>st</sup> and every November 1<sup>st</sup>.
  - 1. On May 1<sup>st</sup> the Service Provider will install Penta (*Penta lanceolata*) plants with an approximate equal mix of white and lavender colors.
    - a. Plantings where after blooming starts one color obviously dominates in number will be exchanged at the Service Provider's expense until an approximate equal mix is attained.
  - 2. On November 1<sup>st</sup> the Service Provider will install **cold-resistant Petunia** (*Petunia hybrida floribunda*) plants with an approximate equal mix of yellow (such as 'Madness Yellow') and intense purple colors (such as 'Madness Royal').

- a. Plantings where after blooming starts one color obviously dominates in number will be exchanged at the Service Provider's expense until an approximate equal mix is attained.
  3. Annual plants to be located on the Downtown Campus:
    - a. Front of Clinical Education Building (upper & lower planters)
    - b. Front of Human Development Building (upper planter)
    - c. Front of Resource Center (both sides of front steps)
    - d. Memorial Bench area (Bolivar St. between CSRB/Lions – half-moon ornamental plant bed at the sidewalk and around the base of the Cedar elm tree)
    - e. S. Prieur pocket park (around the base of the elm tree)
    - f. Pedestrian entrance to Perdido Lot 2 (the entire planter bounded by the sidewalks under the elm tree)
    - g. Perdido/Roman pedestrian entrance to the Perdido Lot 5 (the entire planter bounded by the sidewalks under the red maple tree).
    - h. Perdido/Roman pedestrian entrance to the Perdido Lot 6 (the entire planter bounded by the sidewalks under the elm tree).
  4. Annual plants to be located on the School of Dentistry Campus:
    - a. Around the main sign at the entrance to the horseshoe drive (flagpole area) in front of the Administration Building (the entire planter but leaving space around the in-ground sign lighting [no planting between lighting & sign]).
    - b. Memorial Bench area at the South entrance of the Administration Building (the entire two [2] planters bounded by the sidewalks under the elm tree).
- B. All plants will be four (4) inch pot size.
- C. While the cost of labor for the installations is included in this contract (for calculating labor cost for this bid, the current count is approximately 2520 plants), the cost of the actual plants will be **an additional (supplemental) cost to LSUHSC-NO.**
1. The Service Provider will give the designated LSUHSC-NO representative a price quote for the plants a minimum of two months but no more than four months prior to the planting date.
  2. Alternate(s) to varieties listed herein must be approved by the designated LSUHSC-NO representative prior to Service Provider submitting quote.
- D. The Service Provider shall be responsible for measuring and confirming the quantities for each annual rotation for all existing annual bed areas and any new areas based on a plant spacing of twelve (12) inches.
1. The Service Provider shall provide the designated LSUHSC-NO representative with a list totaling all annual plants per bed per location.

2. The Service Provider is responsible for resetting any plants that are either not spaced properly or not spaced uniformly in the judgement of the designated LSUHSC-NO representative.
- E. The Service Provider will remove the existing annual plants and treat all planters and planting beds with a pre-emergent herbicide two weeks prior to installing new plants.
- F. Annual flowering plant slow-release granular fertilizer shall be applied to each planting hole just prior to the plant root ball being placed in the hole and the soil properly tamped in place.
  1. Annual flowering plant liquid fertilizer, high in nitrogen – low in phosphorus and containing other standard micro-nutrients, shall be applied at the two-month and four-month points in each annual plant six-month growing season.
- G. The Service Provider will mulch each separate annual plant bed with the designated mulch immediately after all plants have been installed in each particular bed **(at an additional [supplemental] cost to LSUHSC-NO)**.
  1. All soil, plant material or former mulch debris remaining in or near (on turf) an annual plant bed after installation of annual plants is complete must be removed and properly disposed.
- H. The Service Provider will be responsible for replacing, at the Service Provider's expense, any annual flowering annual plant that has declined, died or failed to maintain a healthy, vigorous appearance, in the judgement of the designated LSUHSC-NO representative, during the first three months of the growing season of each annual variety after initial placement.

## 5.11 FERTILIZER

- A. The Service Provider will perform an annual soil test on or about every February 1<sup>st</sup> to determine the best fertilizer formulation and other soil amendments for the various locations and plant types.
  1. Prior to collecting and submitting the soil samples for analysis, the Service Provider shall present a list of proposed locations where samples are to be taken to the designated LSUHSC-NO representative for review.
  2. The first soil tests will be conducted at the start of this contract, regardless of the time of the year.
- B. The Service Provider **must submit a fertilizer schedule**, listing proposed materials, application rates and application timeframes after receiving the soil test results.
- C. Fertilize landscape turf areas with a well-balanced, slow-release fertilizer as required to provide vigorous deep rooting and a healthy green appearance year-round.

1. Determine fertilizer formulation and application rate from soil test results.
  2. Generally, turf fertilizer should not exceed a 4-1-2 nutrient (N-P-K) ratio (although it is understood that a non-phosphorous blend may be sufficient per the soil testing).
  3. At a minimum, apply fertilizer on or about March 15<sup>th</sup>, June 15<sup>th</sup> and September 15<sup>th</sup>.
- D. Fertilize landscape ornamental plant beds with a well-balanced, slow-release fertilizer as required to provide vigorous deep rooting and a healthy appearance year-round.
1. Determine fertilizer formulation and application rates from soil test results.
  2. At a minimum, apply fertilizer as plants break dormancy in the spring on or about March 15<sup>th</sup>.
  3. Thereafter apply fertilizer at 90-day intervals on or about June 15<sup>th</sup> and September 15<sup>th</sup>.
  4. Apply additional fertilizer as necessary to correct substandard growth or appearance if determined to be due to nutrient deficiencies.
- E. Foliar applied fertilizer shall be water soluble and non-burning.
1. Formulation shall be as recommended by the LSU Agricultural Center for the type and variety of turf, shrub, vine, groundcover or annual flowering plant.
  2. Apply to plant in raised planters at manufacturer's maximum recommended concentration for plant type.
  3. Saturate the entire foliage of each plant with foliar spray until it runs off.
- F. Granular fertilizer shall be as recommended by the LSU Agricultural Center for the type and variety of turf, shrub, vine, groundcover or annual flowering plant, applied at maximum label rate for plant type at 90 day intervals.
1. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off of plant surfaces.
- G. Additional soil amendments may also be required based on pH levels identified by the soil tests.
1. Necessary soil amendments will be applied in conjunction with all fertilizer applications.

---

## 5.12 PEST MONITORING

- A. Pest monitoring and inspections to include the following:
-

1. The Service Provider shall visually inspect all landscape areas once weekly from March 1<sup>st</sup> through October 31<sup>st</sup>, and twice monthly from November 1<sup>st</sup> to February 28<sup>th</sup> (29<sup>th</sup>) to identify potential pest problems.
    - a. Pest problems include visible signs of insect, disease and weed infestations.
    - b. The Service Provider shall keep written records of pests identified and areas where problems may be developing.
  2. The Service Provider on-site supervisor shall visually inspect all landscape areas once monthly (this inspection may also serve as one of the weekly inspections) from April through September with the designated LSUHSC-NO representative.
    - a. Review written monitoring records at this time.
  3. Cooperatively identify any area where non-chemical Integrated Pest Management control methods may be implemented.
- B. The Service Provider shall provide a written pest monitoring report to the designated LSUHSC-NO representative **monthly** containing the following information:
1. Summary of pests identified during pest monitoring inspections
  2. Status of infestations
  3. Description of controls implemented (e.g., “applied wood mulch”, “mechanically pulled weeds”, “adjusted irrigation”).

### 5.13 PESTICIDE APPLICATIONS

- A. Pesticides include all herbicides, insecticides, fungicides and various other substances used to control landscape pests.
- B. Under no circumstances will combination products be allowed (“weed and feed”, weed control + fertilizer, insect control + fertilizer, etc.).
- C. The annual schedule for regularly scheduled calendar-based applications of pesticides **must be provided** to the designated LSUHSC-NO representative **at the start of this contract and prior to any applications.**
- D. All pesticides must be EPA approved and applied by a licensed State of Louisiana Pesticide Applicator or Operator per the label directions.
- E. All pesticides to be used must have an SDS and sample label filed with the designated LSUHSC-NO representative.
- F. Though not required, LSUHSC-NO encourages the use of pesticides with a naturally-derived substance(s) as the active ingredient(s) rather than synthetic compounds.

- G. *Pesticide application records shall be kept and copies provided to the designated LSUHSC-NO representative within five days of every application with the following information (additional information to be provided in the Monthly Summary Report):*
1. The location where the pesticide was applied (by building will be sufficient).
  2. The full date and approximate time the pesticide was applied.
  3. Purpose of the application.
  4. Trade name of the pesticide applied.
  5. Method of application.
- H. All pesticides will be applied in a safe and competent manner.
1. *Applicator will make sure pesticides do not drift during application onto non-target plant areas, outdoor seating/eating surfaces, windows or persons in the area.*
  2. All granular formulations will be removed from hard surface areas (sidewalks, curbs, manholes, etc.) in a given area (e.g. one side of a building) before advancing to another area.
- I. The Service Provider is responsible for verifying pesticides are appropriate for use with the respective plant materials.
1. The Service Provider is responsible for any damage incurred as a result of a pesticide application (see 5.15 – Plant Replacement).
- J. All pesticides shall be used in accordance with label directions and the manufacturer's recommended handling methods.
1. All chemicals shall be handled in accordance with all applicable regulations.
  2. Restricted-use chemicals shall be used only on the advice of a qualified, state licensed pest control advisor and only after discussion with the designated LSUHSC-NO representative.
  3. Nothing in this specification shall be construed to be the guidance of, or to substitute for the guidance of, a state licensed pest control adviser.
- K. Pesticides shall not be applied before 9:00 a.m. on any campus due to high volumes of pedestrian traffic daily up to that time.
1. The Service Provider shall take all precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry (per label recommendation).

2. The Service Provider shall follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations regarding applications in the vicinity of persons and re-entry precautions.
- L. Pesticide sprayers may be filled with water on site and liquid and wettable powder pesticides may be mixed on site but the Service Provider is responsible for safe and legal cleanup of any spills of concentrated pesticide materials.
- M. No leftover mixed pesticides may be disposed of on site.
- N. Weed Control – All Areas
  1. A weed is defined as any vegetation growing in a location where it is not desired.
  2. Weeds: growing in turf or ornamental plant beds; growing in raised planters; growing in cracks along sidewalks, curbs, gutters or pavement (streets adjoining LSUHSC-NO property and all LSUHSC-NO parking lots); growing over the top of sidewalks or pavement; growing in designated parking lot medians; growing in utility enclosures (other than high voltage); and, growing along the base of and on fences – shall be removed or eradicated weekly as the weeds emerge.
    - a. Weeds in ornamental plant beds shall be removed by hand pulling (not just killed) if they exceed four (4) inches in height or leaf spread.
      - (1) Dispose of pulled weeds in the designated dumpster.
    - b. Pre-emergent herbicides shall be applied on or about each March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> to all areas included in this contract.
  3. Specific brands of liquid and granular, selective and non-selective and pre- and post-emergent herbicides shall be determined at the Service Provider's option – LSUHSC-NO will not direct what brands are to be used.
    - a. Liquid and granular pre-emergent herbicides in turf and ornamental plant beds:
      - (1) Apply at appropriate times of year in accordance with manufacturer's directions.
      - (2) Only to be used on turf with at least six months of establishment.
      - (3) Do not allow granular products to remain on foliage.
      - (4) Use single product applications only, no blends or tank mixes are allowed.
    - b. Liquid and granular selective post-emergent herbicides in turf:
      - (1) Only use when daytime temperatures will not cause damage to the appearance and health of desired turf.
      - (2) Only use when turf is not under stress from dry soil or damage from insects or disease.
      - (3) Use single product applications only, no blends or tank mixes are allowed.

- (4) Use where over-spray of non-selective herbicides is likely (fences, etc.)
- c. Liquid non-selective post-emergent herbicides in plants beds, sidewalks, curbs, parking lots and fence lines:
  - (1) Use as weeds appear year-round – no set timeframe will be allowed.
  - (2) Do not allow non-selective spray to make contact with turf, shrubs, vines, groundcovers, annuals or other desired plants.
  - (3) Damage to turf or bedding plants due to overspray will require the Service Provider to replace damaged turf or plants at the Service Provider's cost (see 5.15 – Plant Replacement).
  - (4) Use single product applications only, no tank mixes are allowed.
- d. **THE USE OF COLORANTS TO IDENTIFY LIQUID APPLICATION COVERAGE IS NOT ALLOWED UNDER ANY CIRCUMSTANCES.**

O. Insect Control

- 1. Insects will be controlled to keep the population of any species below the threshold for keeping turf and plants healthy.
  - a. Turf insects include but are not limited to mole crickets, chinch bugs, grubs, sod webworms and ants.
  - b. Ornamental insects include but are not limited to buck moth caterpillars, puss moth caterpillars, aphids, scale, termites and ants.
  - c. In addition, the Service Provider is responsible for identification and treatment for nematodes.
- 2. Liquid and granular, pre- and post-emergent insecticides and nematicides may be determined at the Service Provider's option – LSUHSC-NO will not direct specific brands or products to be used.
  - a. The use of systemic insecticides and nematicides as a preventive measure is allowed.
  - b. Apply at appropriate times of year in accordance with manufacturer's directions.
  - c. Do not allow granular products to remain on foliage.
  - d. Use single product applications only, no blends or tank mixes are allowed.
- 3. **THE USE OF COLORANTS TO IDENTIFY LIQUID APPLICATION COVERAGE IS NOT ALLOWED UNDER ANY CIRCUMSTANCES.**
- 4. All turf and plant damage due to the failure of the Service Provider to control insects will require the Service Provider to replace damaged turf or plants at the Service Provider's cost (see 5.15 – Plant Replacement).

P. Disease Control



1. The Service Provider will make preventive applications of liquid and granular fungicides and bactericides as necessary, depending on the plant species, to control plant pathogens in order to prevent the emergence of turf and plant diseases.
  - a. Specific brands of liquid and granular fungicides and bactericides shall be determined at the Service Provider's option – LSUHSC-NO will not direct what brands are to be used.
  - b. Apply at appropriate times of year in accordance with manufacturer's directions.
  - c. Do not allow granular products to remain on foliage.
  - d. Use single product applications only, no blends or tank mixes are allowed.
2. **THE USE OF COLORANTS TO IDENTIFY LIQUID APPLICATION COVERAGE IS NOT ALLOWED UNDER ANY CIRCUMSTANCES.**
3. All turf and plant damage due to the failure of the Service Provider to control plant diseases will require the Service Provider to replace damaged turf or plants at the Service Provider's cost (see 5.15 – Plant Replacement).

#### 5.14 IRRIGATION

##### A. General Information

1. Landscape irrigation at LSUHSC-NO is through the use of the permanent irrigation systems.
2. The Service Provider will be responsible for *monitoring* the operation of all landscape irrigation systems starting on the discharge side of each backflow preventer (connected to a municipal water meter on LSUHSC-NO property) and correct for: coverage, out of adjustment, clogging of lines and removal of obstacles (including plant materials and turf) which obstruct the spray.
3. The Service Provider will be responsible for the complete operation and maintenance of all landscape irrigation systems on the Downtown Campus and the School of Dentistry Campus (**irrigation system for the intramural athletic fields which will be INCLUDED under this contract**).
4. The Service Provider shall report all corrective work performed to the designated LSUHSC-NO representative in the Monthly Summary Report.
5. The Service Provider shall be responsible for any turf and plant damage or loss due to a lack of water caused by known irrigation system programming errors, irrigation system breakage or malfunctioning irrigation components that go uncorrected (see 5.15 – Plant Replacement).

6. When significant breakdowns or malfunctions exist during extended dry weather conditions, the Service Provider shall be required to hand water, if necessary, to maintain all plant material in a healthy condition.
  - a. If the irrigation repairs are delayed due to a lack of replacement parts to be provided by LSUHSC-NO, the labor costs for hand watering will be charged **as an additional (supplemental) cost to LSUHSC-NO.**
  - b. The Service Provider is not required to wait for approval to begin hand watering if it is necessary to sustain plantings.
7. Run-off of water from irrigation systems into or onto streets, sidewalks or gutters is not permitted.
  - a. The Service Provider shall immediately make any adjustments, repairs or replacements as soon as possible to correct the source of the run-off.
  - b. The Service Provider shall report in writing to the designated LSUHSC-NO representative any conditions where significant run-off from any irrigation configurations requires more than adjustments or repairs to correct.

B. Irrigation System Scheduled Maintenance

1. The Service Provider shall test a portion of the entire irrigation system (between the Downtown and School of Dentistry campuses) for damage or malfunctions weekly so that all components are tested each month throughout the year.
  - a. These tests shall check each station on an automatic controller to insure proper operation of the controller, control wiring, each solenoid valve, each sprinkler and each nozzle.
  - b. Tests are to be conducted on the entire irrigation system connected to each controller per each controller location as follows:
    - (1) Week 1 – Roman St. Parking Garage & East Campus Standby Power Plant, Resource Center, Human Development Center & Seton Building, CALS Central Plant & S. Prieur pocket park
    - (2) Week 2 – Center for Advanced Learning & Simulation, Lions / LSU Clinics Building & Trail Clinical Sciences Research Building, Residence Hall, Perdido Lot 4
    - (3) Week 3 – Medical Education Building & Allied Health / Nursing Building, both corners of the Perdido Lot 5, Perdido Lot 6, Gravier St. Parking Garage, 1542 Front and 1542 Rear, Cleveland Avenue / Claiborne Avenue property.
    - (4) Week 4 – School of Dentistry Front (includes Visitor Parking Lot 1 across the street from the clinic building), School of Dentistry Courtyard (includes the back of the Administration Building), School of Dentistry Copping Building (turf beside courtyard), the School of Dentistry Primary Care Center (includes Visitor Parking Lot 2 closest to Bayou St. John), and the School of Dentistry intramural athletic fields.

2. **All Service Provider personnel** will be responsible for visual observations and reporting of obvious irrigation problems (washouts, broken sprinklers, dry turf or plants) while providing other services.

C. Irrigation System Repair

1. **The Service Provider will be responsible for performing the following tasks but at an additional (supplemental) cost to LSUHSC-NO:**
  - a. Replacement of malfunctioning sprinkler nozzle with a new identical nozzle, regardless of the cause of the malfunction (do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings – the plastic will be damaged and the pattern will be ruined);
  - b. Adjusting the height of the twelve (12) inch sprinkler body above the surrounding soil level so the top is eight (8) inches above the soil;
  - c. Replacement of malfunctioning, broken or leaking sprinkler body;
  - d. Replacement of drip irrigation components;
  - e. Replacement of broken or leaking flexible pipe barbed connector at the sprinkler body;
  - f. Disassembly and reassembly of solenoid valves to resolve a problem with the valve not fully opening or fully closing;
  - g. Checking/repairing wiring connections at the controllers, solenoid valves or junction points in-between;
  - h. Wiring repairs and replacement between the controller and the valves;
  - i. Adjusting/replacing rain sensors;
  - j. Programming or re-programming automatic controllers;
  - k. Water supply repairs –
    - (1) the Service Provider may be required to provide replacement PVC pipe fittings (also **at an additional [supplemental] cost to LSUHSC-NO**) if LSUHSC-NO does not have the necessary fittings on hand;
    - (2) the Service Provider should not be required to provide replacement pipe (LSUHSC-NO should generally have pipe in stock).
2. The cost for any other repairs (not listed above) will also be **at an additional (supplemental) cost to LSUHSC-NO** but only after a price quote is submitted to, and approved by, the designated LSUHSC-NO.
3. LSUHSC-NO will provide the following replacement parts:
  - a. Sprinkler Nozzles;
  - b. Sprinkler Bodies (pop-up spray and rotor);
  - c. Brass Solenoid Valves;
  - d. Brass Solenoid Valve Diaphragms
  - e. Brass Solenoid Valve Solenoids
  - f. Rain Sensors;
  - g. Automatic Controllers and Controller Parts;

- h. Barbed Fittings;
  - i. Drip Emitters, Tubing and Fittings.
  - j. PVC pipe
  - k. PVC slip joint extension tube repair couplings
  - l. Other PVC fittings
4. Regardless of the cause of damage, the Service Provider shall take immediate action to prevent further damage by immediately shutting off the damaged part of the irrigation system then initiating or scheduling the necessary repairs.
  5. Any replacement of irrigation system components not provided by LSUHSC-NO shall be made with materials of the same quality as the original equipment.
    - a. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location.
    - b. The substituted equipment must be completely compatible with the original and must be approved in advance by the designated LSUHSC-NO representative.
  6. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the designated LSUHSC-NO representative.
    - a. Even if a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, the Service Provider is required to request authorization to make the change from the designated LSUHSC-NO representative.

## 5.15 PLANT REPLACEMENT

- A. The cost of replacing turf, ornamental plants or trees damaged by construction, vandalism, theft, extreme weather conditions (other than heat or lack of rainfall related), pedestrians, vehicles (other than the Service Provider's), animals or other factors outside the control of the Service Provider (as determined in consultation with the designated LSUHSC-NO representative) **will not be the financial responsibility of the Service Provider.**
- B. The Service Provider will be financially responsible for repair (if the designated LSUHSC-NO representative agrees repair is acceptable) or replacement of turf and ornamental plants damaged due to the Service Provider's inattention to pest/soil conditions or negligence.
  1. The Service Provider will be financially responsible for replacement of turf and ornamental plants damaged due to a lack of proper care (lack of fertilization or water, poor pruning), turf & ornamental insects or turf & ornamental diseases (as determined in consultation with the designated LSUHSC-NO representative).

- C. Regardless of the cause of plant damage and who is financially responsible, the Service Provider will be the only vendor approved to provide the plants, sod, other materials, tools, equipment and labor to replace all damaged turf and ornamental plants.
1. Replacement material shall be of the same size and variety as the dead or damaged material (Service Provider will need to provide documentation showing why if same size plants are not available at that time).
    - a. Plant material will be replaced within fifteen (15) working days of being seen by or reported to the Service Provider.
    - b. Alternatives to size, variety and scheduling of replacement will only be allowed by written permission from the designated LSUHSC-NO representative.
  2. Replacement material shall be installed per *The Louisiana Manual for the Environmental Horticulture Industry*, Louisiana Nursery & Landscape Association, 2014.
    - a. Proper planting procedures referenced in the manual in Chapter 7, "Landscape Installation and Maintenance", under "Planting Procedure" located on pages 76 to 78.
  3. The Service Provider shall provide the designated LSUHSC-NO representative with a list of plant losses discovered during that week's maintenance activities on a Weekly Maintenance Checklist.
    - a. The Service Provider will provide the designated LSUHSC-NO representative with the suspected cause of each plant loss.
    - b. The Service Provider will also provide recommendations for replacement along with a price quote for replacement (when the designated LSUHSC-NO representative agrees the damage is not the fault of the Service Provider).
    - c. A separate Purchase Order or Purchasing Card (P-card credit card) will be used to compensate for costs for plant replacement determined not the fault of the Service Provider
- D. The Service Provider will also be financially responsible for repair (if the designated LSUHSC-NO representative agrees repair is acceptable) or replacement of any trees damaged due to the Service Provider's negligence.
1. Tree repair and/or replacement will be consigned to a separate service provider which specializes in trees, selected by LSUHSC-NO.
  2. Costs for the repair or replacement due to the negligence of the Landscape Maintenance Service Provider will be charged back to that Service Provider.

3. The identification of the tree service provider will be given to the Landscape Maintenance Service Provider upon award of the tree repair purchase order.

## 5.16 SPECIAL PROJECTS

- A. The Service Provider may be requested to perform special projects for changes to, or the new installation of, landscaping and irrigation (**at an additional [supplemental] cost to LSUHSC-NO**).
  1. Special projects may include modifications to existing landscaped areas or the creation of new landscaped areas.
  2. The cost of any special projects shall be quoted in advance on the Service Provider's form or letterhead.
    - a. Quotes will be provided within seven (7) business days for routine work and three (3) days for urgent work.
  3. A separate Purchase Order or a Purchasing Card (P-card credit card) will be used to compensate for costs for special projects.
- B. The direct labor hours to perform special projects shall be based on the fixed labor rate provided on the price sheet for this bid.
- C. New plant material shall be installed per *The Louisiana Manual for the Environmental Horticulture Industry*, Louisiana Nursery & Landscape Association, 2014.
  1. Proper planting procedures referenced in the manual in Chapter 7, "Landscape Installation and Maintenance", under "Planting Procedure" located on pages 76 to 78.
- D. LSUHSC-NO reserves the right to seek pricing for a special project from additional landscape installation service providers for reasons that may include pricing and the size of the project.

## 5.17 MOWING

- A. Scheduling
  1. The Service Provider shall provide landscape turf maintenance services for the following periods for all LSUHSC-NO locations:
    - a. Weekly Service – Starts the week of the first Monday in March and concludes the last full week in October.
    - b. Monthly Service – Occurs on or about the 15<sup>th</sup> day of November, December, January and February.
    - c. Weekly service will be performed on Monday, Tuesday or Wednesday.
    - d. The Service Provider will provide a regular weekly schedule (specific day[s] of the week when all locations will be serviced) to

the designated LSUHSC-NO representative before the first day of service of this contract.

2. All locations are available for maintenance from sunrise to sunset Monday through Saturday.
  - a. The exceptions are the Residence Hall and Sister Stanislaus Memorial Hall buildings that must be scheduled after 9:00 a.m. and complete by 6:00 p.m.
  - b. LSUHSC-NO staff are available to unlock the fenced in area at Stanislaus Hall from 9:00 a.m. to 4 p.m. Monday through Friday.
3. Delays and disruptions in the weekly schedule are to be expected.
  - a. When inclement weather prevents service on the regularly scheduled day(s), Service Provider will notify the designated LSUHSC-NO representative as early in the morning of the service day as possible or when such a decision is made by the Service Provider.
    - (1) Service will be rescheduled for the next available day(s) in the same week.
  - b. Should a declared evacuation of the area or a decision by the LSUHSC Chancellor officially close the LSUHSC campus due to a severe weather event, the Service Provider shall not provide service until officials at all levels have deemed the area safe.
  - c. Should extended inclement weather prevent service for one entire week or more, LSUHSC will deduct the cost of each lost week's service from the next Service Provider invoice.
  - d. The Service Provider will also notify the designated LSUHSC-NO representative immediately regarding any schedule changes for reasons not specified above.

**B. Care Of Turf Areas**

1. Each turf area is to be inspected by Service Provider personnel just prior to the start of any of the work in that area as defined within the specifications of this contract.
  - a. Inspection will consist of walking over each area to look for and remove any debris such as trash (paper, packaging, Styrofoam, beverage containers, plastic bags, etc.), stones, sticks, or other material.
  - b. Such material must be completely collected and properly disposed of by the Service Provider prior to commencing any mowing.
  - c. Especially important is any trash or debris in a turf area that will be shredded by a mower blade and left behind or become a projectile resulting in damage and/or injury.
  - d. Any trash or debris that still becomes shredded by a mower must be collected immediately and completely to prevent further spreading of the pieces by wind or other means.

2. Service Provider equipment:

- a. The types of mowers to be used will depend on the location (see Attachment D).
  - (1) Generally, only walk-behind mowers (without sulky) with a mowing deck of less than twenty-four (24) inches in width will be allowed on the turf areas adjoining buildings.
  - (2) All other areas the type of mower is optional as long as the size and weight of the equipment is not excessive to the point of damaging the turf or adjoining structures during use.
  - (3) All mowers will be properly adjusted to a set mowing height appropriate to the variety of turf being maintained (see paragraph 3.a.(1) below).
- b. All walk-behind mowers used must be equipped to collect all clippings, leaves and other debris in an attached collection system.
  - (1) All lawn clippings are to be disposed of off-site in a legal manner.
  - (2) The use of mulching walk-behind mowers which cut clippings into small pieces and sift down into the turf is not allowed.
- c. All walk-behind mowers must not be of a weight excessive to the point of causing ruts or visible depressions when operated in the same pattern week after week.
- d. To ensure the mowing equipment used provides a uniform cut, mower blades will be the size and shape designated by the mower manufacturer and kept sharp and straight.
- e. No Service Provider equipment will be cleaned on site.

3. Turf:

- a. Mow, edge and trim lawn turf areas weekly during the growing season per the schedule provided above.
  - (1) Zoysia grass turf is to be mowed at a height of two and one half (2-1/2) inches; Bermudagrass turf is to be mowed at one and one half (1-1/2) inches; mixed turf areas are to be mowed at a height of three (3) inches.
  - (2) Mowing Procedures:
    - (a) All signs, light poles, trees and other obstacles will be mowed around completely and as close as possible.
    - (b) Each scheduled mowing will encompass entire turf area at each building accessible to the mowing equipment.
      - (i) No strip of uncut grass will remain between passes (mowing equipment must overlap area cut on previous pass).
    - (c) At no time will mowing equipment be used in a manner resulting in damage to any turf area (scalping, divots, gouges, skidding).
      - (i) Any such damage will be repaired by the Service Provider at the Service Provider's expense.
    - (d) LSUHSC reserves the right to direct the Service Provider to re-cut any turf area when the quality of the



first mowing is not to the satisfaction of the designated LSUHSC-NO representative.

- b. Edging Curbs, Sidewalks and Specialty Structures.
  - (1) All curbing, sidewalks, storm drains, electrical junction boxes, manholes, plant bed edging, irrigation valve boxes and the like within the turf areas will be edged weekly.
    - (a) The metal edger blade or trim trimmer twine is to be set so it does not penetrate more than one-half ( $\frac{1}{2}$ ) inch below the top of the structure.
    - (b) Composite plant bed edging is to be edged using only a string trimmer so as the string on the trimmer head is rotating vertically (vs. horizontally as normally used).
      - (i) String is to be kept as close to the edging material without damaging the edging material.
      - (ii) String is not to penetrate more than one-half ( $\frac{1}{2}$ ) inch below the top of the bed edging.
    - (c) Great care is to be taken as to not hurl debris at vehicles or pedestrians passing by the work area.
- c. String Trimming.
  - (1) All areas not accessible to other types of mowing equipment such as around light poles, signs, walls, plant bed edging, concrete structures, storm drains, trees and other obstacles will be string trimmed weekly immediately after completion of all the mowing at each building.
    - (a) The string trimmer string line is not to come in contact with trees or other plants being trimmed around.
    - (b) **The turf is to be trimmed down only to the same height with the string trimmer as it would be with a conventional mower and no lower (no scalping).**
    - (c) Great care is to be taken as to not hurl debris at vehicles or persons passing through the work area.
      - (i) Any debris that is slung against, on, or around any structure is to be removed when the string trimming in the immediate area is complete.
- d. Clean Up.
  - (1) All substantial debris (dense clumps of grass clippings, leaves, trash, pieces of mulch, sticks, stones, flowers and the like) on any structure immediately after all mowing, edging and string trimming is complete will be collected, bagged and properly disposed of.
  - (2) Sand, other soils and a thin layer of grass clippings may be removed from any structure and directed into a turf area only (not into any plant bed, storm drain or other such location) with the use of an air blower.

## 5.18 LITTER & REFUSE REMOVAL

### A. Downtown Campus

#### 1. Grounds Litter & Debris.

- a. The Service Provider shall be responsible for providing adequate staffing for the daily (Monday-Friday) litter & debris collection and disposal in all areas to include all turf areas, plant beds, Residence Hall ground floor (parking areas under the building), parking garages, parking lots, loading docks, sidewalks, curbs and undeveloped properties (see Appendix B for map of parking lots and buildings).

- (1) Daily litter & debris collection shall involve removing debris such as cans, bottles, bags, paper, wrappers, broken glass (auto & non-auto), accumulations of cigarette butts, automotive debris, tree branches and the like.

- 2. Trash Receptacles – The Service Provider shall be responsible for the daily (Monday-Friday) morning replacing of trash liners in all exterior trash receptacles (including both parking garages) on the Downtown Campus (see Appendix B for map of parking lots and buildings).

- a. LSUHSC-NO will supply all trash receptacle liners to the service provider for use in both trash receptacles and for the daily litter removal.

B. School of Dentistry Campus.

- a. The Service Provider shall be responsible for providing adequate staffing for the daily (Monday-Friday) litter & debris collection and disposal in all areas to include all turf areas, plant beds, parking lots, loading dock, sidewalks and curbs (see Appendix B for map of parking lots and buildings).

- (1) Daily litter & debris collection shall involve removing debris such as cans, bottles, bags, paper, wrappers, broken glass (auto & non-auto), accumulations of cigarette butts, automotive debris, tree branches and the like.

- 2. Trash Receptacles – The Service Provider shall be responsible for the daily (Monday-Friday) morning replacing of trash liners in all exterior trash receptacles on the School of Dentistry Campus (see Appendix B for map of parking lots and buildings).

- a. LSUHSC-NO will supply all trash receptacle liners to the service provider for use in both trash receptacles and for the daily litter removal.

C. Charity Cemetery.

- a. The Service Provider shall be responsible for weekly litter & debris collection and disposal in all areas to include all turf areas, plant beds, undergrowth, sidewalks and curbs (see Appendix B for map of site).

- (1) Weekly litter & debris collection shall involve removing debris such as cans, bottles, bags, paper, wrappers, broken glass (auto & non-auto), accumulations of cigarette butts, automotive debris, tree branches and the like.

## SECTION 6 – COMMUNICATIONS AND REPORTS

### 6.1 COMMUNICATIONS

- A. Regular **WEEKLY COMMUNICATION** between the Service Provider and the designated LSUHSC-NO representative **IS MANDATORY**.
- B. The Service Provider is encouraged to ask questions rather than make assumptions.
- C. The Service Provider shall provide the designated LSUHSC-NO representative with the name and direct telephone number of a person with authority to respond to issues or concerns who can always be reached during normal business hours.
  - 1. The Service Provider's representative shall be a person in the employ of the Service Provider who is familiar with, and regularly updated on, all the Service Provider's activities at the site.
  - 2. The Service Provider's representative shall personally perform regular reviews of the Service Provider's work at the site.

### 6.2 REPORTS

- A. The Service Provider shall submit a **Weekly Maintenance Report**, created by the Service Provider, to the designated LSUHSC-NO representative each week.
  - 1. It is the responsibility of the Service Provider to verify that the contents of the Weekly Maintenance Report are accurate before submitting the report to the designated LSUHSC-NO representative.
  - 2. The Weekly Maintenance Report shall basically be a listing of all issues observed during the weekly walk-around inspection, a listing of all landscape maintenance work performed that week, confirmation of the weekly irrigation testing and a summary of any pesticide & fertilizer applications for the week (just the what, where & date vs. the full monthly report [see below]).
  - 3. The Weekly Maintenance Report shall be dated and contain the name and signature of the Service Provider's representative for the work at this site.
  - 4. The Weekly Maintenance Report for the previous week shall be submitted to the designated LSUHSC-NO representative no later than the following Tuesday or the next business day after the following Tuesday.
- B. The Service Provider shall submit a **Monthly Summary Report**, created by the Service Provider, to the designated LSUHSC-NO representative each month.
  - 1. It is the responsibility of the Service Provider to verify that the contents of the Monthly Summary Report are accurate before submitting the report to the designated LSUHSC-NO representative.

2. The Monthly Summary Report will have more in-depth descriptions of the service provided.
  - a. All issues observed during each weekly inspection and action(s) taken to correct each issue.
  - b. Comprehensive listing of all scheduled landscape maintenance tasks performed.
  - c. Irrigation report containing all service and repairs performed.
  - d. The full monthly Pesticide and Fertilizer Application report containing, at a minimum:
    - (1) The location where the pesticide or fertilizer was applied;
    - (2) The day and approximate time the pesticide or fertilizer was applied;
    - (3) Purpose of the application;
    - (4) Trade name of the pesticide or the formulation of the fertilizer which was applied;
    - (5) EPA Registration Number and Lot Number of the pesticide applied;
    - (6) Method of application;
    - (7) Rate/ratio of the pesticide or fertilizer applied;
    - (8) Total amount of pesticide or fertilizer applied
    - (9) Weather conditions at the time of application, including air temperature & windspeed;
    - (10) Name & license number of the person who applied the pesticide;
    - (11) Any other information reasonably requested by the designated LSUHSC-NO representative.
3. The Monthly Summary Report for the previous month shall be submitted to the designated LSUHSC-NO representative no later than the 3<sup>rd</sup> business day of the new month.

**APPENDIX A**

**SERVICE PROVIDER**

**ID BADGE**

**APPLICATION**

---

---

**LSUHSC – AFFILIATE ID BADGE  
REQUEST FORM (PRINT CLEARLY)**

DEPARTMENT: FACILITY SERVICES

COMPANY: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER (LAST 4 DIGITS ONLY): \_\_\_\_ \_

DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

FULL HOME ADDRESS (incl. city/state/zip): \_\_\_\_\_

BIRTHPLACE (city & state): \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

WORK TELEPHONE NUMBER: \_\_\_\_\_

WORK E-MAIL ADDRESS: \_\_\_\_\_

**LSUHSC – AFFILIATE ID BADGE  
REQUEST FORM (PRINT CLEARLY)**

DEPARTMENT: FACILITY SERVICES

COMPANY: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER (LAST 4 DIGITS ONLY): \_\_\_\_ \_

DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

FULL HOME ADDRESS (incl. city/state/zip): \_\_\_\_\_

BIRTHPLACE (city & state): \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

WORK TELEPHONE NUMBER: \_\_\_\_\_

WORK E-MAIL ADDRESS: \_\_\_\_\_

# APPENDIX B

## CAMPUS MAPS

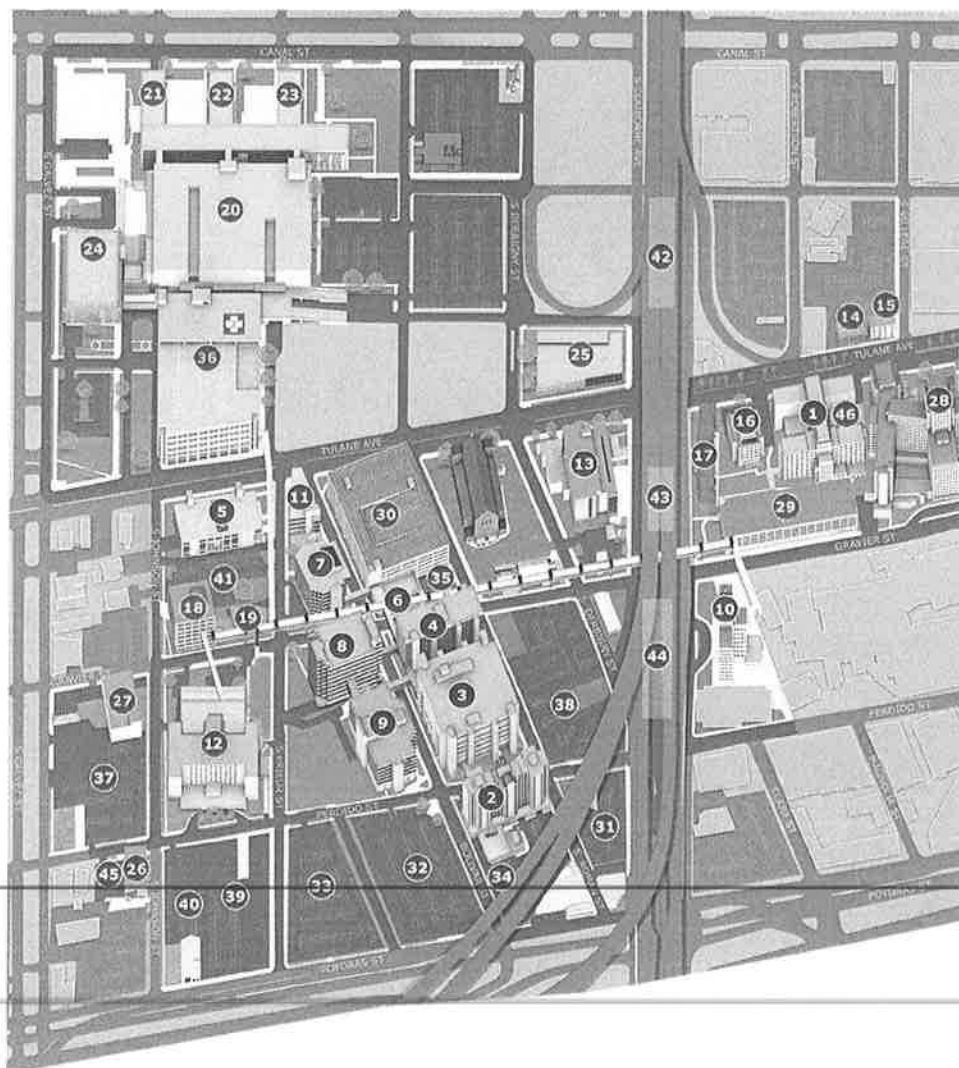
---

---

# DOWNTOWN CAMPUS BUILDING LIST

(<https://www.lsuhs.edu/maps/downtown.aspx>)

- |   |  |
|---|--|
| (1) <u>Clinical Education Building</u><br>1542 Tulane Avenue                      | (18) <u>Seton Building (NO LONGER PART OF UMC)</u><br>2025 Gravier Street                                |
| (2) <u>Residence Hall</u><br>1900 Perdido Street                                  | (19) <u>Center for Advanced Learning &amp; Simulation</u><br><u>Central Plant</u><br>2101 Gravier Street |
| (3) <u>Medical Education Building</u><br>1901 Perdido Street                      | (27) <u>Steam Plant</u>  |
| (4) <u>Allied Health / Nursing Building</u><br>1900 Gravier Street                | (29) <u>Gravier Street Parking Garage</u><br>1661 Gravier Street   |
| (5) <u>Human Development Center</u><br>411 South Prieur Street                    | (30) <u>Roman Street Parking Garage</u><br>425 S. Roman Street   |
| (6) <u>Central Plant (Main)</u><br>1903 Gravier Street                            | (31) <u>Perdido Lot 6</u>  |
| (7) <u>Resource Center Building</u><br>433 Bolivar Street                         | (32) <u>Perdido Lot 4</u>  |
| (8) <u>Lions / LSU Clinics Building</u><br>2020 Gravier Street                    | (33) <u>Perdido Lot 3</u>  |
| (9) <u>Dr. Mervin L. Trail Clinical Sci. Research Bldg.</u><br>533 Bolivar Street | (34) <u>Residence Hall Lot</u>   |
| (10) <u>Sister Stanislaus Memorial Hall</u><br>450A South Claiborne Avenue        | (35) <u>East Campus Standby Power System</u><br>1900 Gravier Street                                      |
| (12) <u>Center for Advanced Learning &amp; Simulation</u><br>2021 Perdido Street  | (37) <u>Perdido Lot 1</u>  |
| (16) <u>L&amp;M Building</u>  | (38) <u>Perdido Lot 5</u>  |
| (17) <u>Diebert Building</u>  | (39/40) <u>Perdido Lot 2</u>   |
|   | (41) <u>Seton Patient Lot</u>  |
|   | (42) <u>Claiborne Lot 1</u>  |
|   | (43) <u>Claiborne Lot 2</u>  |
|   | (44) <u>Claiborne Lot 3</u>  |
|   | (NA) <u>Walk-To-Wellness</u><br>Gravier Street (Bld. # 18 to Bld. # 29)                                  |



## LEGEND



LSUHSC



University  
Medical  
Center (NIC)



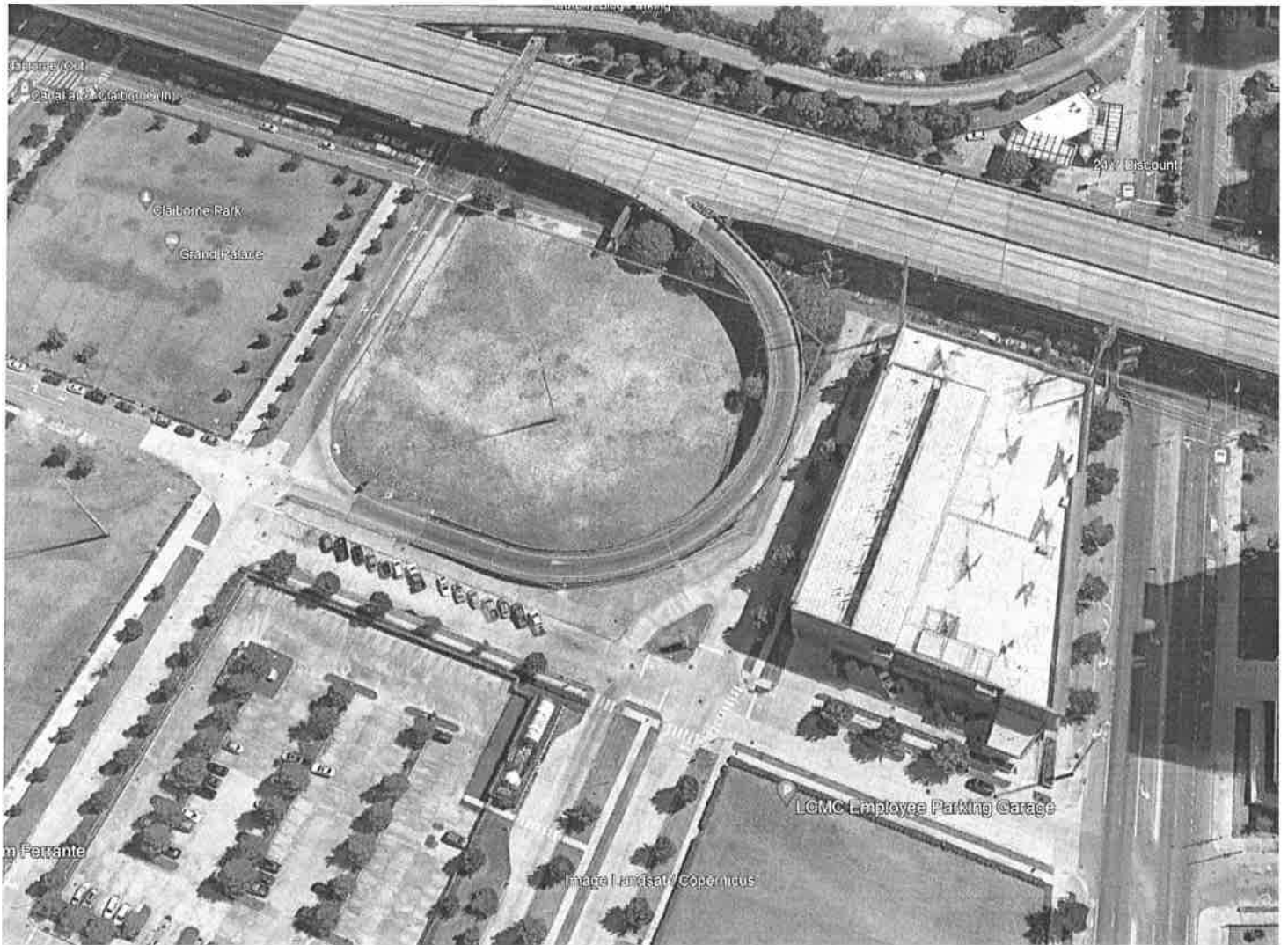
Parking



# S. GALVEZ STREET / S. JOHNSON STREET PROPERTIES



# CLEVELAND AVENUE / CLAIBORNE AVENUE PROPERTY



Imagery ©2018 Google, Map Data ©2018 Google

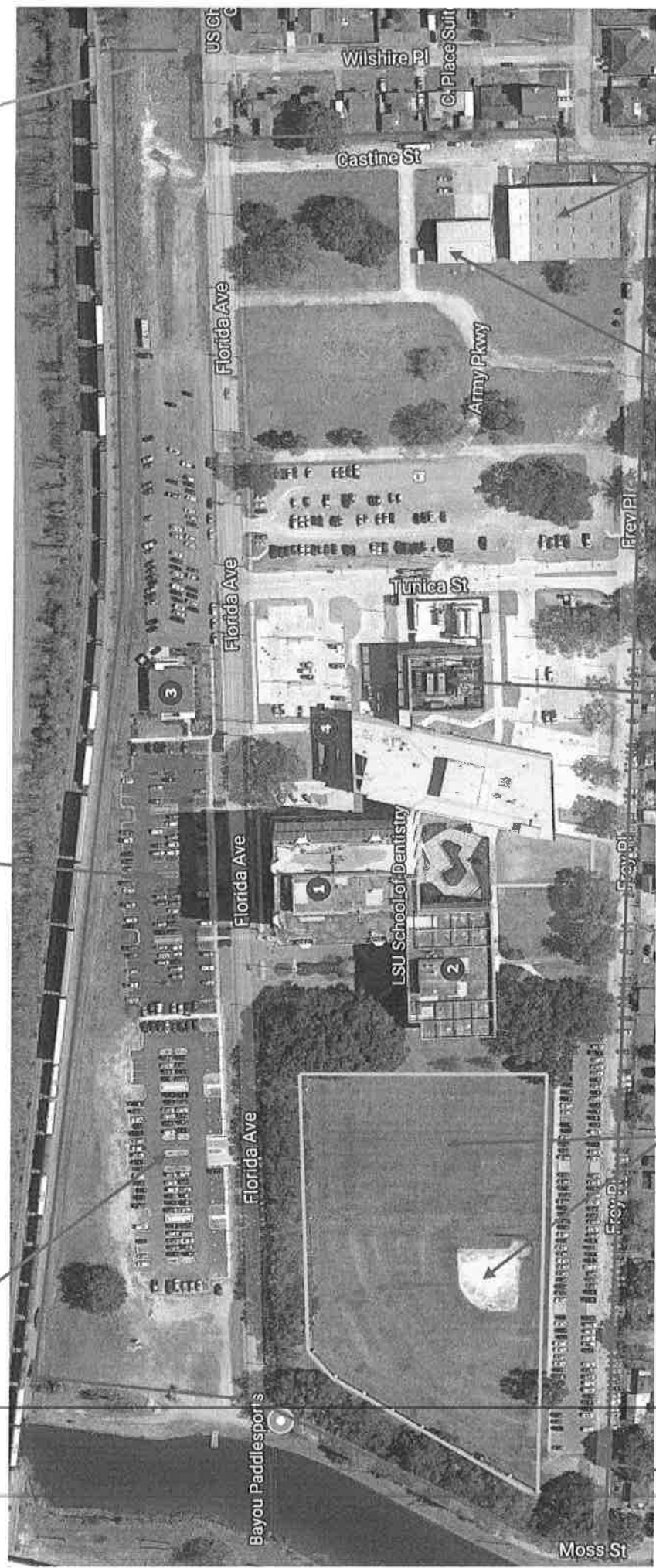
# SCHOOL OF DENTISTRY MAP

BLDG. #	BUILDING NAME	BLDG. #	BUILDING NAME
1.	Clinic Building	6.	Maintenance Building
2.	Administration Building	7.	Warehouse
3.	Primary Care Clinic	8.	Visitor Parking Lot 1
4.	Annex Building	9.	Visitor Parking Lot 2
5.	Central Plant Building		

9 VISITOR PARKING LOT 2

8 VISITOR PARKING LOT 1

WHITE "UNDERGROUND UTILITY" MARKER



PROPERTY LINE

INTRAMURAL FIELDS  
(not in scope)

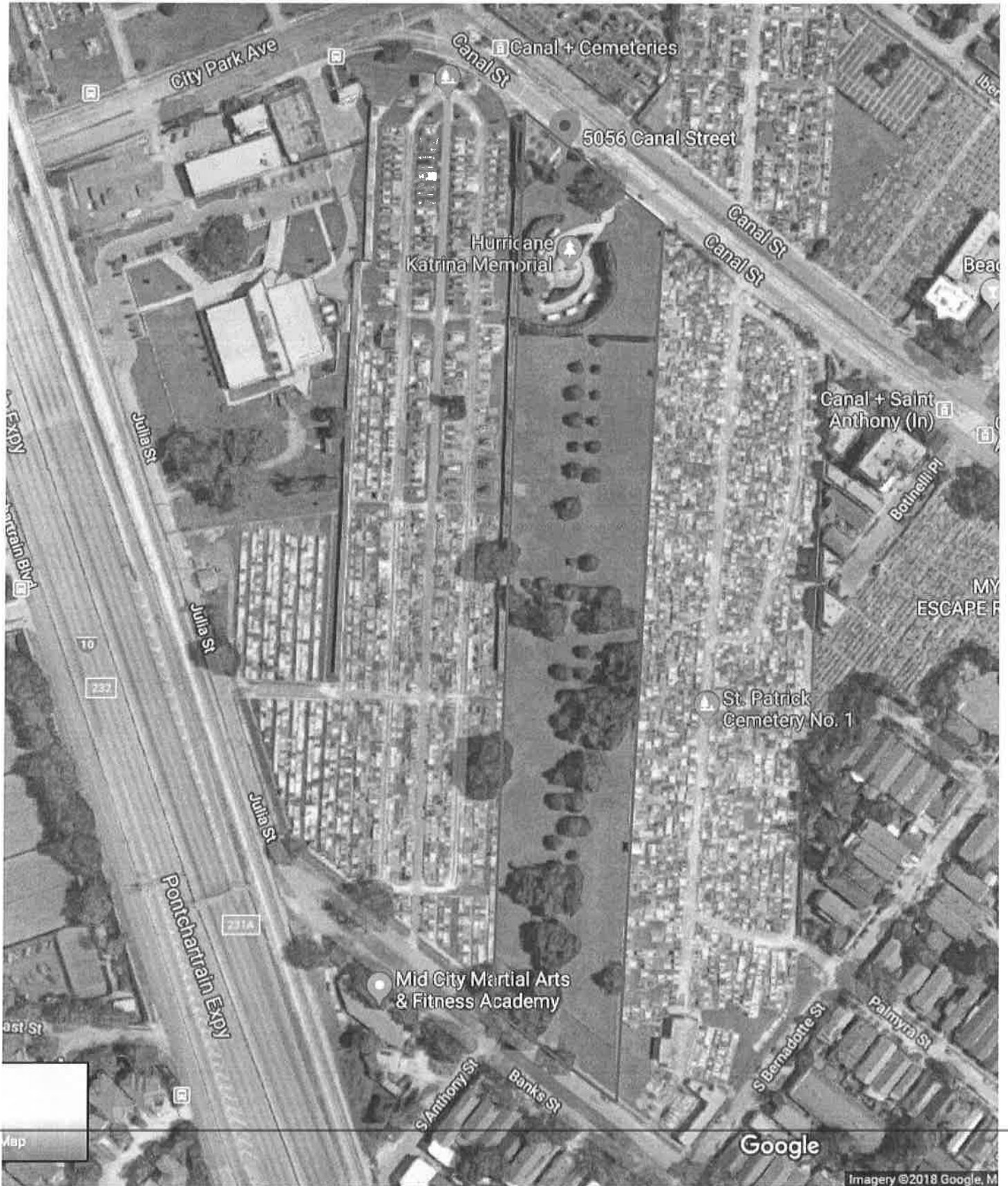
5 CENTRAL PLANT

6 MAINTENANCE

7 WAREHOUSE



# CHARITY CEMETERY



# APPENDIX C

## TASK ORDER FORM

---

---

# Task Order

Task Order Number: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name & Location: \_\_\_\_\_

PO #: \_\_\_\_\_

Service Provider: \_\_\_\_\_

Building Name: \_\_\_\_\_ Original Contract Date: \_\_\_\_\_

*Service Provider is directed to perform the following task(s) as per below Scope of Work:*

## Scope of Work:

Original Contract Sum (Total contract sum is unchanged by this Task Order)	\$
Total price of previous Task Order(s)	\$
Price of this Task Order	\$
Contract Expiration Date (Expiration Date is unchanged by this Task Order.)	
Expected completion date of this Task Order	

*Note: No additional increase in time or money will be considered for a Change Order after the change has been reviewed and ruled on.*

### Requestor

Requestor's Name: \_\_\_\_\_

### Approved

Approver's Name: \_\_\_\_\_

### Accepted

Service Provider Representative Name: \_\_\_\_\_

Service Provider's Name & Address: \_\_\_\_\_

Approved  
Via email to: \_\_\_\_\_

Service Provider Signature: \_\_\_\_\_

Via email to: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT D

## TURF AREAS LIST

(WBM) = walk-behind mower

(RM) = riding mower

1. Human Development Center, S. Johnson & S. Prieur sides (WBM).
2. Resource Center, Bolivar & Gravier sides (WBM).
3. S. Roman St. Parking Garage, Tulane Ave. side (WBM).
4. East Campus Standby Power Plant/Central Utility Plant, Gravier side (WBM).
5. Allied Health / Nursing Building, Gravier & S. Roman sides (WBM).
6. Medical Education Building, Perdido & S. Roman sides (WBM).
7. Lions / LSU Clinics, all sides (WBM).
8. Trail Clinical Science Research Building, Bolivar & S. Prieur sides (WBM).
9. Residence Hall/Residence Hall Parking Lot, Bolivar & S. Roman sides (WBM).
10. Center for Advanced Learning & Simulation, Gravier (RM) & S. Prieur (WBM) sides.
11. CALS Central Plant, Gravier & S. Prieur sides (WBM).
12. Seton Patient Parking Lot, S. Prieur & S. Johnson sides (WBM).
13. Seton Building, S. Johnson side (WBM).
14. Steam Plant Building, Gravier & S. Prieur sides (RM).
15. Perdido Parking Lot 1, all sides (RM).
16. Undeveloped Properties (inside & outside fence) (RM).
17. Perdido Parking Lot 2, all sides (RM).
18. Perdido Parking Lot 3, all sides (RM).
19. Perdido Parking Lot 4, all sides (RM).
20. Perdido Parking Lot 5, Derbigny & S. Roman sides (RM).
21. Perdido Parking Lot 6, all sides (RM).
22. Claiborne Parking Lot 3, Perdido side (RM).
23. Stanislaus Hall/Delgado School of Nursing, S. Claiborne & Perdido sides (RM).
24. Gravier Street Parking Garage, Claiborne (WBM) & walkway sides (RM).
25. Diebert Building, Claiborne & Tulane sides (RM).
26. L & M Building, Diebert & rear sides (RM).
27. Clinical Education Building, Front and rear sides (WBM).
28. Cleveland/Claiborne Property (RM).
29. School of Dentistry:
  - a. **Intramural athletic fields not included in this bid;**
  - b. Walk-behind mowing in the Clinic/Admin horseshow drive median (flagpole area), front and Copping side of the Clinic building, between Clinic & Copping buildings, between courtyard & Copping, all sides of the central plant building (including visitor parking in front and Faculty Lot in back), Florida Avenue & parking lot sides of the Primary Care Clinic, Florida Avenue side of Visitor Parking Lot 1.



- c. All other areas riding mower is allowed (using walk-behind mowers in riding mower allowed areas is at the discretion of the Service Provider).
- 30. Charity Cemetery Katrina Memorial, Canal side (RM).
- 31. Charity Cemetery open areas, Katrina Memorial to Banks (RM).

# 2023 LSUHSC LANDSCAPE CARE and MAINTENANCE PRICING SHEET

SCHEDULED ACTIVITIES (set pricing)	COST PER	MULTIPLY BY FREQUENCY	ANNUAL COST
Mulching (Labor & Material) – Downtown Campus - Semi-Annual		2	
Mulching (Labor & Material) – School of Dentistry Campus - Semi-Annual		2	
Mulching (Labor & Material) – Charity Cemetery - Semi-Annual		2	
Pruning & Trimming – Listed Varieties – Four Scheduled/Year – Downtown Campus		4	
Pruning & Trimming – Listed Varieties – Four Scheduled/Year – School of Dentistry Campus		4	
Pruning & Trimming – Listed Varieties – Four Scheduled/Year – Charity Cemetery		4	
Pruning (Crepe Myrtles – Annually) – Downtown Campus		1	
Pruning (Crepe Myrtles – Annually) – School of Dentistry Campus		1	
Pruning (Crepe Myrtles – Annually) – Charity Cemetery		1	
Seasonal Color Installation Labor (Annuals – 2 Times/Year) – Downtown Campus		2	
Seasonal Color Installation Labor (Annuals – 2 Times/Year) – School of Dentistry Campus		2	
Fertilizing Turf & Ornamental Plants – Downtown Campus (Spread Annual Cost Over 12 Months)		12	
Fertilizing Turf & Ornamental Plants – School of Dentistry Campus (Spread Annual Cost Over 12 Months)		12	
Fertilizing Ornamental Plants – Charity Cemetery (Spread Annual Cost Over 12 Months)		12	
Disease, Insect & Weed Control for Turf & Ornamental Plants – Downtown Campus (Spread Annual Cost Over 12 Months)		12	
Disease, Insect & Weed Control for Turf & Ornamental Plants – School of Dentistry Campus (Spread Annual Cost Over 12 Months)		12	
Disease, Insect & Weed Control for Ornamental Plants – Charity Cemetery (Spread Annual Cost Over 12 Months)		12	
Weed Control for Sidewalks, Curbs, Parking Lots & Fence Lines – Downtown Campus (Spread Annual Cost Over 12 Months)		12	
Weed Control for Sidewalks, Curbs, Parking Lots & Fence Lines – School of Dentistry Campus (Spread Annual Cost Over 12 Months)		12	
Weed Control for Sidewalks, Curbs, Parking Lots & Fence Lines – Charity Cemetery (Spread Annual Cost Over 12 Months)		12	
Irrigation Testing – Downtown Campus (Spread Annual Cost Over 12 Months)		12	
Irrigation Testing – School of Dentistry Campus (Spread Annual Cost Over 12 Months)		12	
Mowing, Edging & String Trimming – Downtown Campus (Spread Annual Cost Over 12 Months)		12	
Mowing, Edging & String Trimming – School of Dentistry Campus (Spread Annual Cost Over 12 Months)		12	
Mowing, Edging, String Trimming & Litter Removal – Charity Cemetery (Spread Annual Cost Over 12 Months)		12	
Litter & Refuse Removal - Downtown Campus (Spread Annual Cost Over 12 Months)		12	
Litter & Refuse Removal - School of Dentistry Campus (Spread Annual Cost Over 12 Months)		12	

SUPPLEMENTAL ACTIVITIES (additional charges per service)	SERVICE LEVEL	QUANTITY	COST PER
Pruning & Trimming – Listed Varieties – As Needed – All Locations	Per Hour	1	
Irrigation Repair - Labor (Per Section 5.14.C)	Per Hour	1	
Hand Watering - Labor (During Repair Delays Caused By LSUHSC-NO)	Per Hour	1	
Plant Installation - Labor	Per Hour	1	
Replacing Mulch In-Between Scheduled Mulch Applications (Includes Labor)	Per Bag	1	
Cleanup of Excessive Debris	Per Hour	1	
<b>COST TOTAL:</b>			

**ATTACHMENT A: CERTIFICATION STATEMENT**

**OFFICIAL CONTACT.** The State requires that the Provider designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

D. Telephone Number: \_\_\_\_\_

Provider certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Provider certifies that:

- (1) The information contained in its response to this RFQ is accurate;
- (2) Provider warrants that, to the best of his/her/its knowledge and belief, there are no relevant facts which could give rise to organizational conflicts of interest or that the Provider has disclosed all potential or actual organizational conflicts of interest. The Provider agrees that if it becomes the Selected Provider and an organizational conflict of interest with respect to this contract is then discovered, an immediate and full disclosure in writing shall be made to the LSUHSC-NO which shall include a description of the action which the Provider has taken or will take to avoid or mitigate such conflicts. In the event that the successful Provider knowingly failed to disclose a conflict, LSUHSC-NO may immediately terminate the contract for default. Provider certifies that its personnel, who perform work under this contract, have been informed of their obligations to report personal and organizational conflicts of interest to the Provider. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.
- (3) Provider complies with each of the mandatory requirements listed in the RFQ and will meet or exceed the deliverables specified therein;
- (4) Provider accepts the procedures, contract terms and conditions, and all other administrative requirements set forth in this RFQ.
- (5) Provider's quote is valid for at least thirty (30) days from the date of Provider's signature below;
- (6) Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Provider's Authorized Representative

\_\_\_\_\_  
DATE

**ATTACHMENT B - INDEMNIFICATION AGREEMENT**

The Selected Provider/Subsupplier agrees to protect, defend, indemnify, save, and hold harmless LSUHSC-NO, State of Louisiana, all State Departments, Boards, and Commissions, officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Selected Provider/Subsupplier, its agents, servants, and employees or any and all costs, expense, and/or attorney fees incurred by Selected Provider/Subsupplier, as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of LSUHSC-NO, State of Louisiana, all State Departments, Boards, Commissions, its agents, representatives, and/or employees. Selected Provider/ Subsupplier agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if any such claim, demand, or suit is groundless, false, or fraudulent.

LSUHSC-NO shall not be responsible or held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Selected Provider or any of the Selected Provider's agents, servants, or employees, even if such equipment is furnished by LSUHSC-NO to the Selected Provider. The acceptance or use of any such equipment by the Selected Provider shall be construed to mean that the Selected Provider accepts full responsibility for, and agrees to indemnify and to defend LSUHSC-NO against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant, or the property of the Selected Provider, other suppliers or subsuppliers, LSUHSC-NO, or other persons.

Accepted by: Company \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

## ATTACHMENT C: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

As required by U.S. Labor Department, Office of Federal Contract Compliance, Section 60-1.4.

During the performance of this contract, the successful bidder (service provider or vendor) agrees as follows:

- (1) The Service provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Service provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offer setting forth the provision of this non-discrimination clause.
- (2) The Service provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Service provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Service provider's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Service provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Service provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Service provider's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Service provider may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Service provider will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subservice provider or vendor. The Service provider will take such action with respect to any subcontract or purchase order as the contracting agency may use direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Service provider becomes involved in, or is threatened with, litigation with the subservice provider or vendor as a result of such direction by the contracting agency, the Service provider may request the United States to enter into such litigation to protect the interests of the United States.

### **Assurance**

The bidder (offeror or applicant) assures Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder (offeror or applicant) understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. The bidder (offeror or applicant) understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

The bidder (offeror or applicant) further understands and agrees that a breach of the assurance herein contained subjects him to the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of equal opportunity clause enumerated in contract between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and bidder (offeror or applicant).

Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. Section 1001.

**Vendor Signature** \_\_\_\_\_ (must be signed by an authorized Executive Official)

**Name & Title :** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ATTACHMENT D: AFFIRMATIVE ACTION COMPLIANCE

(a) REQUIREMENTS OF PROGRAMS. In accordance with Section 60-1.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, as amended, the Seller shall develop and shall require each of its lower-tier subservice providers hereunder who has 50 or more employees and a subcontract of \$50,000 or more to develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities of utilization of minority group personnel. The Seller's and each of its nonexempt lower-tier subservice provider's programs shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and timetables for the prompt achievement of full and equal employment opportunity. The Seller and each of its nonexempt lower-tier subservice providers shall include in his affirmative action compliance program a table of job classifications. This table should include but not be limited to job titles, principal duties (and auxiliary duties if any), rates of pay, and where more than one rate of pay applies (because of length of time in job or other factors), the applicable rates. The affirmative action compliance program shall be signed by an executive official of the Seller or lower-tier subservice provider as the case may be.

(b) UTILIZATION EVALUATION. The evaluation of utilization of minority group personnel shall include the following:

- (1) An analysis of minority group representation in all job categories.
- (2) An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
- (3) An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

(c) MAINTENANCE OF PROGRAMS. Within 120 days from the commencement of the applicable purchase order of the lower-tier subcontract hereunder, the Seller and each nonexempt lower-tier subcontract hereunder shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representative of the agency or director upon request and the Seller's and each nonexempt lower-tier subservice provider's affirmative action program and the results it produces shall be evaluated as part of compliance review activities.

Vendor Signature \_\_\_\_\_ (must be signed by an authorized Executive Official)

Name & Title : \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT E – INSURANCE REQUIREMENTS**

### **INSURANCE REQUIREMENTS FOR SUPPLIERS**

Supplier shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Supplier, his agents, representatives, employees, or subsuppliers.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). **“Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 “any auto” and endorsement CA 0025.
3. Workers’ Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

#### **B. MINIMUM LIMITS OF INSURANCE**

Supplier shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

#### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retention's must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the University, its officers, officials, employees and volunteers; or the Supplier shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “additional insured” as respects liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier, premises owned, occupied, or used by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the University.
- b. The Supplier’s Insurance coverage shall be primary insurance as respects the University, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Supplier’s insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, officials, employees, Boards and Commissions, or volunteers.
- d. The Supplier’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2. Worker’s Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Supplier for the University.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the University.

#### **E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A.M. Best’s rating of no less than A-:VI. This requirement will be waived for workers’ compensation coverage only for those suppliers whose workers’ compensation coverage is placed with companies who participate in the State of Louisiana Workers’ Compensation Assigned Risk Pool.

#### **F. VERIFICATION OF COVERAGE**

Supplier shall furnish the University with certificates of insurance effecting coverage required. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.



## **ATTACHMENT F – Request For Supplier Diversity Certifications**

Louisiana State University is committed to fostering innovation and entrepreneurship through the use of diverse suppliers and the goal of the diversity initiative is to identify, align, strengthen and connect with diverse suppliers.

If your company holds a small business and or supplier diversity certification(s) please email them to me for inclusion in our supplier database. Examples are listed below.

### **AbilityOne: formerly Javits-Wagner-O'Day or JWOD**

Creates jobs and training opportunities for people who are blind or who have other severe disabilities. Javits-Wagner-O'Day Act of 1971, 41 U.S.C. 46-48c, the AbilityOne Program is a mandatory source of supply for Federal employees

### **Disadvantaged Business Enterprise: DBE**

The US Department of Transportation offers the certification for small socially and economically disadvantaged businesses.

### **Disabled Veteran Owned Small Business: DVOSB**

### **Emerging Business Enterprise: EBE**

### **Lesbian, Gay, Bisexual and Transgender-Owned Business: LGBTBE**

### **Minority-Owned Business Enterprise: MBE**

Certified by LA Minority Supplier Development Council; National Minority Supplier Development Council; other certification entities

### **Small Business Enterprise: SBE**

### **Small Disadvantaged business: SDB**

Certified by the Federal Small Business Association

### **Service- Connected Disabled Veteran-Owned Entrepreneurship: SDVB**

Certified by the Louisiana Economic Development office

### **Small & Emerging Business Development program: SEBD**

Certified by the Louisiana Economic Development office

### **Small Entrepreneurship/ Hudson Initiative: SE**

Certified by the Louisiana Economic Development office

### **Veteran Owned Small Business: VOSB**

### **Veteran Initiative/Veteran Owned Small Entrepreneurship : VSE**

Certified by the Louisiana Economic Development office

### **Woman-Owned Business Enterprise: WBE**

Certified by the Women's Business Enterprise National Council, Women's Business Enterprise Council South; other certification entities